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Solicitation No: 263-02-001

Issuance Date: 10/30/01

Closing Date: 11/25/01

Subject: REQUEST FOR PROPOSAL (RFP) 263-02-001
Engineering, Design and Construction Management Services for Water
Wastewater Sector for Secondary Cities in Egypt

The United States Government, represented by the U.S. Agency for International Development (USAID/Egypt), is seeking proposals from qualified U.S. firms or organizations interested in providing the services described in the attached solicitation.

The contract is being competed in accordance with U.S. Federal Acquisition Regulation (FAR) Part 15 covering negotiated procurements. To be considered, your completed forms SF 254 Architect-Engineer and Related Services Questionnaire as well as SF255 Architect-Engineer and Related Services Questionnaire for special projects must be submitted to our office in Cairo, Egypt, no later than the closing date and time of November 25, 2001 at 3:00pm (1500 hours local time). Please note that the closing date for this RFP has been changed from November 5, 2001 listed in the CBD Notice to November 25, 2001. The envelope containing the proposal should be marked for "RFP 263-02-001."

The description of work and required tasks are detailed in Section C of this RFP.

Instructions for the Preparation of the Technical proposals are detailed in RFP Section L.9. of the RFP. The Technical Proposal must address the evaluation criteria detailed in section M.2.

Per Section L.2, all proposals should be submitted with the name and address of the offeror and Request for Proposal Number inscribed thereon.

If sent via U.S. Postal Service to:

Office of Procurement
Attn: Ms. Celeste Fulgham
United States Agency for International Development
USAID
Unit 64902
APO AE 09839-4902

If sent via International Mail, courier or hand delivered, to:

Office of Procurement
Attn: Ms. Celeste Fulgham
United States Agency for International Development
USAID/Egypt
Plot 1/A Off El Laselki Street
New Maadi 11435
Cairo, Egypt

Issuance of this solicitation does not constitute an award commitment on the part of the Government nor does it commit the Government to pay for the costs incurred in the submission of a proposal. Further, the Government reserves the right to reject any or all proposals received and to negotiate separately with an offeror if such action is considered to be in the best interest of the Government.

Telegraphic or facsimile proposals or notices of intent to propose are not authorized for this requirement and will not be accepted.

Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation must be requested in writing and no later than November 11, 2001

If you received this RFP electronically then you must notify the contact person listed in block 10 of the original SF 33 of the original RFP in writing or via facsimile. This will allow us to provide you with any amendments to the RFP. The Agency is not responsible for any data/text that may not be received when using an electronic form to obtain this document.

Amendments to this RFP, if any, will be posted on the USAID website: www.usaid.gov. To find this RFP on the USAID website, first select "Business and Procurement," then select "USAID Procurements." Next select "Download USAID Solicitations" and then select "Request for Proposals." You will then find this RFP, its cover letter and its attachment listed. Also note that you can sign up to receive e-mail notifications of updates (including RFP amendments) by selecting that option and following its instructions.

Additional instructions concerning proposals and our competitive acquisition process are provided in Section L.

Questions concerning this RFP must be addressed in writing via email or fax to: Ms. Amani Said, Fax 011-202-516-4739 or by e-mail to asaid@usaid.gov

Sincerely,

Celeste Fulgham
Contracting Officer

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFG 350)		RATING	PAGE OF 1 101
2. CONTRACT NO.	3. SOLICITATION NO. 263-02-001	4. TYPE OF SOLICITATION Negotiated (RFP)	5. DATE ISSUED 10/31/01	6. REQUISITION/PURCHASE NO. 263-0236-3-0082	
7. ISSUED BY Office of Procurement, USAID Unit 64902 APO AE 09839-4902		CODE	8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION9. Sealed offers in seven (7) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in the cover letter until 15:00 local time on November 25, 2001.

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Amani Said	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 011-202-522-6906
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c) () 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is to provide full Construction Management Services and Engineering Design on behalf of USAID/Egypt and the National Organization of Potable Water and Sanitary Drainage (NOPWASD or the Employer) under the Secondary Cities Results Package (SCRCP). The Construction Management Contractor (CMC) will provide administration of Host Country Construction Contracts awarded for the construction and rehabilitation of water and wastewater treatment facilities in Mansoura, Nuweiba, Luxor, Kom Ombo, Darawo and Nasr City.

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) term contract. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in Sections C. and F.

The fee shall be paid in proportion to the Level of Effort

B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT

- (a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, is \$. The fixed fee is \$. The total estimated cost plus fixed fee, is \$.
- (b) Within the estimated cost plus fixed fee specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is \$. The Contractor shall not exceed the aforesaid obligated amount.
- (c) USD funds obligated hereunder are anticipated to be sufficient through .

B.4 COST REIMBURSABLE

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.

B.5 PRICE SCHEDULE

Line Item	Total
Mansoura	
Nuweiba	
Luxor	
Kom Ombo	
Darawo	
Nasr City	
Total	

N.B. local costs were converted at a rate of exchange of US\$ = LE

B.6 INDIRECT COSTS (DEC 1997)

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Description	Rate	Base	Type	Period
		1/	1/	1/
		2/	2/	2/

1/ Base of Application:
Type of Rate: Provisional
Period:

2/ Base of Application:
Type of Rate: Provisional
Period:

B.7 INDIRECT COSTS FOR SUBCONTRACTORS (DEC 1997)

Description	Rate	Base	Type	Period
		1/	1/	1/

1/ Base of Application:
Type of Rate: Provisional
Period:

B.8 CEILING ON INDIRECT COST RATES (DEC 1997)

- (1) Reimbursement for indirect costs shall be at the lower of the negotiated final (or predetermined) rates or the following ceiling rates:

Prime Contractor

Description	Rate	Base	Type	Period
		1/	1/	1/

1/ Base of Application:
Type of Rate: Ceiling

Period:

Subcontractor:

Description	Rate	Base	Type	Period
		1/	1/	1/

1/ Base of Application:
Type of Rate: Ceiling
Period:

- (2) The Government will not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates. If the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates will be reduced to conform with the lower rates.
- (3) This understanding shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance. Any changes in classifying or allocating indirect costs requires the prior written approval of the Contracting Officer.

(End of Clause)

[END OF SECTION B]

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 OBJECTIVES

BACKGROUND

USAID has invested approximately \$2.2 billion in Egypt during the past fifteen years in the design and construction of water and wastewater (W/WW) facilities. To protect the present and future USAID investment in the W/WW Sector, which could ultimately exceed \$3 billion, the need for a clear, well-developed strategy toward the institutional reform of this sector is required.

USAID Secondary Cities Results Package (SCRP) 263-0236 was designed in order to assist the Government of Egypt (GOE) in expanding and improving its institutional reform efforts in the W/WW sector, and thereby assist in the development of the strategy. This project was authorized in September 1994 at a level of \$215 million in grant funding. Through an amendment to the Grant Agreement on 27 June 2000, the funding level was increased to \$315 million. Another amendment is in progress to increase amount to \$325 million. Out of the total grant, approximately \$294 million is foreseen for engineering design, construction management, and construction of W/WW facilities and the remainder for providing institutional support to GOE. The GOE implementing agency is the National Organization of Potable Water and Sanitary Drainage (NOPWASD) of the Ministry of Housing and Public Utilities (MHPU). The following secondary cities have been included in the project: 1) Mansoura, 2) Sharm el Sheikh (institutional strengthening only), 3) Nuweiba, 4) Luxor, 5) Kom Ombo, 6) Darawo, and 7) Nasr City.

For the construction component of the Secondary Cities Project, USAID/Egypt proposed the use of one engineering design/construction management direct contract (ED/CM contract) to be performed by a U.S. firm for six of the seven cities, except Sharm el Sheikh. This contract also included conducting the environmental assessments. Host Country construction contracts, that are administered by NOPWASD of MHPU are in place for Luxor, Nuweiba, Mansoura and the Aswan Group (Kom Ombo, Darawo and Nasr City). All prime construction contractors are U.S. firms.

USAID/Egypt is also financing a technical assistance contract to provide institutional support for the water/wastewater organizations in the secondary cities mentioned above including Sharm el Sheikh. A USAID direct contract with Chemonics International of Washington, D.C. is in place to support this activity.

A USAID direct contract for engineering design of the W/WW facilities was first awarded to Camp Dresser & McKee Int'l Inc. (CDM) in 1995. The construction management portion to this contract was added later by a modification. The existing contract is expected to end on July 31, 2002.

Unavoidable delays in awarding some of the construction contracts will place the last construction completion date well beyond CDM's current contract end date. While it was previously envisioned that the OM&T services will be provided under one host country or one USAID direct umbrella contract for all construction projects under SCRPP, the unexpected staggering of construction contracts made it prudent to include these services in the existing and future construction contracts.

As a result of the delays in executing the construction contracts under SCRPP, the ED/CM services are required until September 30, 2005.

The CMC will be responsible for the administration and supervision of the construction and OM&T activities, which include, but are not limited to the following:

(Note: The current status of activities /contracts and the list will change prior to the completion of this procurement action.)

Project /Current Status

- a) **Contract A Mansoura:** Status: Expected Completion Date November 1, 2001. O&M expected completion date: May 31, 2003.

Water Treatment:

- 1) Construction of a new 1200 litres/second (lps) water treatment plant (WTP).
- 2) Rehabilitation of existing 300 lps and 400 lps treatment plants.
- 3) Procurement, installation and testing of 2km of 1,000 mm and 1,400 mm diameter pipe for water distribution system.
- 4) Operation, maintenance, and training (OM&T) services for the new WTP. Status: OM&T work per amended Contract A is in progress.
- 5) Procurement, installation and testing of 2.5 km of 100 mm and 300 mm diameter pipes.

- b) **Contract D Mansoura:** Status: IFB has been issued. Contract award expected in January/February 2002 for a construction period of 24 months and 6 months for the O&M.

Wastewater:

- 1) Procurement, installation and testing of up to 5.5 km of 800 mm to 2,000 mm diameter pipe for sewage collection.
- 2) Construction of two wastewater pump stations and 3.5 km of associated force mains.
- 3) OM&T services for pump stations.

Water Distribution:

Procurement, installation and testing of 4.5km 600 mm and 1,000 mm diameter water mains and distribution pipes.

- c) **Contract E Nuweiba:** Status: Construction in progress, 42% complete (as of September 2001). Expected construction completion date: September 10, 2002.

Water Supply/Distribution:

Procurement, installation and testing of 29 km of 100 mm to 400 mm diameter pipe for water distribution.

Wastewater Treatment:

- 1) Construction of new North wastewater stabilization ponds of, 8500 m³/d capacity, to replace the existing ponds and associated effluent disposal system.
- 2) Construction of new South wastewater stabilization ponds of 10200 m³/d capacity, to replace the existing ponds and associated effluent disposal system.
- 3) Procurement, testing and installation of 9 km of 150 mm to 600 mm diameter pipe and 15 km of force mains
- 4) Construction of three new pump stations and rehabilitation of one pump station.

(An amendment to the contract for OM&T services is now under approval process.)

- d) **Contract C Luxor:** Status: Notice to Commence (NTC) was issued to contractor on 30th August 2001. Expected construction completion date is January 5, 2004, and the O&M expected completion date is January 4, 2005.

Wastewater Treatment/Collection:

- 1) Construction of 22,100 m³/d (average capacity) wastewater stabilization ponds and effluent disposal system (pipeline and pump station).
- 2) Procurement, installation and testing of 41 km of sewers, 6 km of force mains 4700 house connections, and two new pump stations, and rehabilitation of one.

- e) **Contract B Aswan Group:** Status: Construction in progress in all Cities. Construction completion expected in June 2002. O&M expected completion date is June 5, 2003.

- i. **Kom Ombo: Status: 75% complete (as of September 2001).**

Water Treatment:

Rehabilitation and expansion of existing water treatment plant from 200 lps to 400 lps capacity.

Wastewater Treatment/Collection

- 1) Construction of new 91,240 m³/d wastewater stabilization ponds and associated effluent disposal system (these ponds, to be located near Ballana, will also serve Darawo).
- 2) Procurement, installation and testing of 38 km of 200 mm to 1,200 mm diameter pipe.

- ii. **Darawo: Status: 70% complete (as of September 2001).**

Water Treatment:

Rehabilitation of existing 80 lps water treatment plant.

Wastewater Collection:

Procurement, installation and testing of 45 km of 200 mm to 1,200 mm diameter pipe, one pump station at Darawo and another at Ballana, and 13 km of associated force mains.

- iii. **Nasr City: Status: Construction completed, partial taking over certificate is to be issued in Nov. 2001. OM&T contract amendment and services in progress.**

Wastewater Treatment/Collection

- 1) Construction of 4,800 m³/d wastewater stabilization ponds and associated effluent disposal system.
- 2) Procurement, installation and testing of 22 km of 200 mm to 450 mm diameter pipe, two pump stations and 4 km of force mains.

C.2 SERVICES TO BE PROVIDED

C.2.A. GENERAL

The Contractor, under this procurement, shall provide full Construction Management services and Engineering Design to USAID and the Employer NOPWASD in connection with the Project, Secondary Cities Results Package (SCRП) No. 263-0236, in the Host Country of the Arab Republic of Egypt, starting from where the current incumbent contractor leaves off. The Contract includes start-up, training and an operation & maintenance program. The Construction Management Contractor (CMC), shall act as the agent for the Host Country also referred to herein as the "EMPLOYER" or NOPWASD in the administration of Host Country Construction Contracts awarded for the construction and rehabilitation of water and wastewater treatment projects in the Secondary Cities of Mansoura, Nuweiba, Luxor, Kom Ombo, Darawo, and Nasr City, including rehabilitation, expansion or construction of associated distribution and collection systems

RESPONSIBILITIES

The CMC's responsibilities shall include, but shall not be limited to, the following major items:

(Note: It is expected that all currently outstanding construction and OM&T contracts under SCRП will have been awarded through the incumbent CMC before the start of the new Construction Management Contract).

1. Understanding thoroughly the records of the incumbent CMC to enable effective and consistent enforcement of the contract terms for the Employer.
2. Providing the Construction Contractors' primary survey control, including site boundaries surveys.
3. Providing design changes, and re-designs that may be required during construction due to site conditions or other requirements.
4. Completing any design that is not at 100% level when the new CMC takes over and performing studies / collecting data for completing such designs as necessary.
5. Administering, inspecting and monitoring of all construction activities.
6. Conducting necessary follow-up of permits issuance, and providing any supplemental information including review and revision of detailed designs, as may be necessary to meet requirements of the local authorities.
7. Supervising implementation of Contractor's Quality Assurance/Quality Control (QA/QC) and safety programs.
8. Determination of the capability and acceptability of new or specialized subcontractors that may be proposed by prime construction contractors.
9. Assisting and ensuring the development and implementation of the necessary Facility Start-up program by the construction contractor.
10. Provision of Claims Handling and Arbitration Assistance as required.
11. Provision of inspection services during the Defects Liability Period to verify acceptable completion, by the Construction Contractor, of all required Remedial Work in all Secondary Cities covered under the project.
12. Processing variation (change) orders, including review and evaluation of variation order requests from construction contractors', in accordance with the terms of the construction contracts, and preparation of all variation orders and contract amendments in legally proper form.
13. Oversight on behalf of the employer, of the construction contractors to

- ensure progress of work in accordance with the terms of the construction contracts.
14. Provision of services necessary to perform a Final Inspection and Performance Evaluation of the subject facilities at the end of the Defects Liability Period. Results of such services shall be included in a Report prepared by the CMC and submitted to USAID and the EMPLOYER.
 15. Preparation of "Record" Drawings and review of as-built drawings.
 16. Other construction management services relevant to the completion of the subject facilities.
 17. Assisting and managing the provision of OM&T services by the construction contractors. (Note: It is expected that contract amendments to include OM&T into current construction contracts will be completed before July 2002).
 18. In addition, the CMC shall provide related complementary and supplementary support activities to the EMPLOYER in the following categories: Engineering, Design, Inspection. Administrative and logistic services, on as needed basis, to attend monthly construction meetings and important events. These services include but are not limited to transportation, air tickets, hotel accommodations.
 19. The CMC shall provide the overall direction and management of the services for this project.
 20. The CMC shall inform in writing USAID and the Employer of all issues that may affect the project and suggest methods of resolution.

As used in this document, CMC shall mean "Engineer" as is defined in accordance with Federation International Des Ingenieurs - Conseils (FIDIC); Conditions of Contract, Part I General Conditions, Fourth Edition dated 1987. However, requirements of this Contract are additive to and supersede any conflicts with FIDIC Conditions of Contract, Part I General Conditions, Fourth Edition Dated 1987.

C.2.B. PROPOSED ALLOCATION OF THE CM CONTRACTOR RESOURCES:

- 1) The CMC shall submit to USAID, a breakdown of tasks in accordance with this Work Statement, on the basis of person months with a proposed schedule of execution. After initial approval by USAID, an update of this information shall be included in each quarterly progress report. See section C.4.B.3.c.3.
- 2) The CMC shall submit to USAID for approval, separate comprehensive Project Organization Charts showing proposed home office and field staffing (including positions to be filled by local hires), complete with position minimum qualification requirements and candidates' resumes, if requested. The subject chart shall be updated and included in each quarterly report as appropriate.

C.3 DUTIES OF THE CONSTRUCTION MANAGEMENT CONTRACTOR (CMC)

The CMC shall be responsible, within the contract budget, for providing all personnel, equipment (other than that provided by the EMPLOYER or the Construction Contractors), materials, supplies and facilities necessary to complete the duties under the Statement of Work in a timely and acceptable manner.

- a. Records of incumbent CMC: The CMC shall review thoroughly the records of the incumbent CMC to develop an understanding of the issues addressed previously by the incumbent that may have recurring impacts or that may resurface again to be an issue. The CMC review shall be comprehensive but specifically address outstanding scheduling, quality and financial issues. The CMC shall review the contractor notification list of potential claims and develop a strategy to respond effectively to each situation based on a thorough understanding of the record and the issues surrounding each claim.
- b. Contract terms and progress payments: The CMC, within one month after the contract start date, shall be completely familiar with the terms and conditions of the Host Country Design Build contract document. The CMC shall review, understand and employ the methods and the system of progress payments utilized to date and the basis for acceptance of the work, progress metrics and progress payments.
- c. Contract Documents for Design/Build Activities: The CMC shall review, for understanding and to incorporate into its management and administration program, the host country contract for services of design/build contractor/s facilities in Alexandria, Egypt. The Contractor shall be thoroughly familiar with the Host Country Contract, taking particular note of the FIDIC Conditions of Contract, Part I General Conditions, Fourth Edition dated 1987 and Part II Conditions of Particulars Application as amended in the IFB and the ADS.

The CMC shall ensure that facilities and services adequately fulfill the requirements of the Host Country Contract (HCC). The following items were part of the HCC.

- d. Professionalism: The CMC shall at all times act so as to protect to the maximum extent feasible the best interests of USAID. The CMC shall also respect the interests of the Host Country Agency. The CMC and its personnel shall exercise care and discretion in ensuring that sensitive information is not released to bidders, and that conversations and instructions between the Host Country Agency, the CMC and/or USAID are not repeated or otherwise divulged to any outside persons absent the knowledge and express consent of USAID. The CMC and its personnel shall avoid any statements or actions that might tend to bring USAID or the Host Country Agency into disrepute or subject either to legal liability. With respect to USAID, the CMC shall, in particular, avoid any statements or actions which might tend to compromise USAID's legal status as a financier which has certain approval rights but is not a party to the host country contract. The CMC shall at all times be attentive to the importance of maintaining a strong and positive relationship between USAID and the Host Country Agency and will avoid any actions that might tend to undermine USAID's rapport with Host Country counterparts.
- e. Conflict of Interest: The CMC, its subsidiaries and affiliates, and the CMC's subcontractors on this contract, their affiliates and subsidiaries shall not be eligible to submit bids (whether as a prime contractor or as a subcontractor) in response to host country solicitation documents which the CMC develops, designs or drafts or is responsible for developing, designing or drafting under this contract. Such firms shall also not be eligible to provide any goods or services under any host country construction contract with respect to which the CMC is providing construction management services. Furthermore, the CMC shall not make use of its position as CMC to cause or encourage the Host Country Agency to

seek additional funding from USAID for projects for which the CMC itself (or one of its affiliates, subsidiaries or subcontractors) is the sole or most likely supplier of goods or services."

C.4 STATEMENT OF WORK

C.4.A. GENERAL

The CMC shall provide Engineering Design and full Construction Management services for all awarded contracts, for the work necessary to complete the construction phase of the Secondary Cities Project, including defects liability and OM&T periods. These services shall be provided in the following categories on the basis of "Level of Effort (LOE)" for all contracts issued for this work:

- 1) Preparation of Project Implementation Schedule.
- 2) Pre-construction Activities, to the extent of any such activities (including, mobilization period activities) remaining at the start of the CMC Contract.
- 3) Construction Contracts Administration.
- 4) Inspection, Monitoring and Measurement of Construction activities.
- 5) Miscellaneous Design, Engineering, Surveying & Drafting.
- 6) Administration of contractor's OM&T programs.
- 7) Other Services.

The CMC shall cooperate with the institutional support technical assistance contractor for scheduling use of involved areas, equipment and facilities for the purpose of training and/or demonstration.

C.4.B. SPECIFIC TASKS

C.4.B.1. Project Implementation Schedule

- 1) The CMC shall prepare a Project Implementation Schedule, or revise the existing one, utilising the Critical Path Method (CPM), complete with a Logic Network Diagram (LND) in the Precedence Mode, for the Overall Construction Contracts. For this use, a computer program, equivalent or better than Primavera Project Planner, is recommended. The CMC shall provide and maintain locally, a computer system compatible with personal computers using 3 1/2 " floppy disks and the most recent windows versions as utilised in USAID and EMPLOYER offices.
- 2) The LND shall be constructed of "sub-nets" that represent separate identifiable portions of the project that are to be built under correspondingly separate contracts.
- 3) The LND shall include all CMC services as well as the necessary Review and Approval cycles of the Host Country Implementing Agency and pertinent Local Authorities. In addition, it is to include relevant interfaces with the various Construction Contractor(s). For all awarded contracts, the CMC shall use the approved CPM schedule of the pertinent construction contractor in the Project Implementation Schedule. The LND and thus the CPM Schedule shall integrate all activities of the participants to produce a co-ordinated project-plan

- 4) The CMC shall update this schedule not less than monthly for the duration of the project and provide USAID and Employer with soft copies of the updated schedule. Updates shall include information and data derived from the other contractors as and when it becomes available.

C.4.B.2. Pre-Construction Activities

At the time of starting the CMC, one construction contract may still be in the mobilization stage. To the extent that may be the case, the CMC shall perform the following pre-construction activities.

- a. Project Familiarization: The CMC shall thoroughly familiarize staff with the documents for the construction contracts including the IFB, Addenda, and other documents necessary to insure their understanding of the project and the contracts. This requirement applies to all on-going contracts, including those that may just be starting, or nearing completion.
- b. Notice to Commence: The CMC shall prepare and issue Notice to Commence in accordance with applicable contracts and with the items of this section. In this respect, the CMC shall submit all pertinent documentation and CMC recommendations to USAID and the Employer for review, acceptance and/or concurrence, allowing adequate time for such actions.
 - 1) Relative to Site Acquisition, Right of Way (R.O.W.), Permits, etc. Prior to issuing a Notice to Commence for a specific contract; the CMC shall verify that all items, for which the EMPLOYER and/or local authorities have a related obligation to perform, have previously been accomplished or USAID and the Employer had directed the incumbent CMC in writing to issue the Notice to Proceed on the subject contract without such verification. The following is a representative (not definitive) list of items which USAID and the Employer and/or local authorities have a related obligation to perform i.e, giving, granting, obtaining, facilitating, or otherwise resolving:
 - Site Acquisitions
 - Work Permits
 - Right Of Way (R.O.W.)
 - Site Access
 - Environmental Degradation Mitigation Measures
 - Borrow Areas
 - Spoil Deposition Areas
 - Debris and Waste Disposal
 - Traffic Disruption Permits
 - Other Agreements, Permits, Permissions, etc.
 - 2) Relative to Accepted Logic Network / CPM Schedule. Prior to issuing a Notice to Commence, for a specific contract, the CM Contractor shall certify to USAID that in accordance with the pertinent contract, the subject Contractor has submitted the required Logic Network and CPM Schedule and said Network/Schedule have been reviewed for reasonableness and logic and have been approved by the CMC, accepted by Employer, and concurred to by USAID.

- 3) Relative to Progress Payment Procedure. Prior to issuing the Notice to Commence for a specific contract, the CMC shall develop with the pertinent Construction Contractor(s) a mutually agreed upon procedure for the preparation and documentation of the support material required for monthly progress payments as per the contract documents. Subject procedure shall also contain the Schedule of Values, mutually agreed to by Contractor(s) and CMC in accordance with respective construction contracts. The guiding principle to be used is that progress payments are to be made only for actual, measured, physical job progress. The procedure shall, in accordance with the pertinent Construction Contract, include a provision for 10% retention by EMPLOYER from all progress payments. Subject procedure shall be submitted to USAID and Employer for acceptance and/or concurrence and no work is to begin until subject procedure is accepted or concurred with.
- 4) Relative to Quality Control Program (QCP). Prior to issuing a Notice to Commence, the CMC shall certify to Employer and USAID that, in accordance with the pertinent Contract, the subject Contractor has submitted a Quality Control Program (QCP) for the work involved and the CMC has approved it for use on the subject contract.
- 5) Relative to Construction Risk Management Program. Prior to issuing a Notice to Commence, the CMC shall certify to the Employer and USAID that in accordance with the pertinent Contract, the subject Contractor has submitted the required Construction Risk Management Program (CRMP) and that the CRMP meets the requirements of the Contract Documents.
- 6) Conferences

CMC Introductory Conference:

The CMC shall schedule and hold a Team Introductory Conference with the D/B Contractor, the Employer, USAID and the incumbent CMC in attendance to take place during the overlap period with an agenda similar, in all material respects to the industry standard pre-construction conference. The objective is to acquaint key personnel of the Contractor, Employer and other involved parties with the procedures, lines of authority and the interrelationship with the monitoring activities of CMC, Employer, USAID and Others.

Prior to the CMC/Contractor's team introductory conference, the CMC shall acquire a thorough understanding of the Design/Build Contractor's Quality Control Program (QCP). The QCP shall have a clear definition of authority to stop work including the forms for recording QCP operations, control activities, testing and system administration.

Prior to the CMC/Contractor's team introductory conference, the CMC shall review and amend, if required, the Contractor's Manual prepared under the incumbent CMC contract, which sets forth guidelines and requirements for the Design/Build Contractor's working relationship with the CMC. All standard forms required by USAID shall be included in this manual as well as the appropriate procedures and forms that the CMC or D/B contractor may propose to facilitate the monitoring of the Design Build contract.

Regular Construction Conferences

The CMC shall conduct regular construction conferences, modeled on the weekly meetings currently held, with Contractor, Employer and USAID personnel in attendance for the purpose of resolving in a timely manner all issues that arise with the prosecution of the work including but not limited to matters of quality, quantity, schedule, personnel, and payment.

C.4.B.3. Contract Administration

a. Home Office Support

The CMC shall provide Home Office Support, which includes but is not limited to the following:

1. Provision of expert advice (both technical and legal) from specialists as required for the solution of unique problems encountered by field personnel and for providing USAID and Employer with appropriate CMC recommendations.
2. Review of the Contractor's shop drawing submittals with assistance from the field office staff on submittals for materials produced locally in Host Country.
3. Review of the Contractor's submittals for O&M manuals.
4. Review of the Contractor's Value Engineering Change Proposals.
5. The ED/CMC may be required, as per construction contract documents and equipment specifications, to witness offsite shop test or factory tests. The ED/CMC shall also review the test results of all major items of equipment prior to shipment and advise in writing that the equipment is acceptable for shipment. Such acceptance however shall not be considered as final acceptance, which will only be made on the basis of the test result of the equipment after installation.

b. Offices in Host Country

The CMC shall provide USAID, no later than one week following the CMC contract start date, with a transition plan report that includes a review of the transition plan of the incumbent CMC and constructive cooperation with that plan. The transition plan report shall include, as a priority, a detailed discussion of actions proposed concerning the claim avoidance/claim minimization effort. Other items to be covered include, but is not limited to, discussions about receipt of documents, tools, vehicles and equipment from the incumbent CMC, the hand over of duties and responsibility, submittal review and follow up, relationships with D/B contractor as well as USAID and Employer, quality control/quality assurance concerns, schedule review and comment, and issues of consistency of forms, procedures, policies and reporting. The CMC's key personnel shall overlap with the key personnel of the incumbent CMC for a period of one month during which the activities of the key personnel shall be mainly focused on the management and administration of the construction contractor.

The CMC shall have in the Host Country Office personnel with the capability to review documentation from a legal/contractual point of view and provide appropriate responses to construction contractors correspondence. The CMC shall maintain adequately staffed Field Offices at each of the construction contracts location and one principal office in Cairo. Additionally, the CMC's responsibilities shall include, but shall not be limited to, the following:

- 1) Act as Employer's "Engineer" in the administration of construction, maintain project construction records, and issue on behalf of EMPLOYER correspondence, certificates, notices and instructions to Contractors as may be required by the provisions of the Construction Contract Documents. As used in this document the term "Engineer" is defined in accordance with Federation International Des Ingenieurs - Conseils (FIDIC), Conditions of Contract Part I General Conditions, Fourth Edition dated 1987. However, Requirements of this Contract are additive to and supersede any conflicts with FIDIC Conditions of Contract, Part I General Conditions, Fourth Edition dated 1987.

In this respect the CMC is also responsible for advising the Employer and USAID of possible situations (technical, legal, political or otherwise) and contractor actions that may adversely impact project implementation, and shall do everything within CMC's power to avert anticipated detrimental impacts on the project.

- 2) Upon approval, by the Employer and by USAID, of each Host Country Contract(s) amendment recommendation, the CMC shall then conduct any required clarifying discussions with the Contractor(s) and EMPLOYER, and shall prepare the final Contract Amendment(s) for signature by EMPLOYER and the pertinent Contractor. All contract documents shall be in English and shall be prepared, in form and substance, in a proper and legal manner sufficient to identify with clarity all changes made to the contract documents in terms of both funding and the rights and responsibilities of the parties. Prepare and issue Notices to Commence in accordance with section C.4.B.2.b. of this document. All contracts and their amendments must be approved by USAID prior and after to their execution by the Employer.
- 3) Review and note any exceptions, which are taken relative to Construction Contractor's submittals and related documents. The EMPLOYER shall have previously approved the engineering design for the Construction projects, and as the acknowledged contract administrator for EMPLOYER, the CMC shall have full authority to review documents and verify conformity with:
 - The Engineering designs that were developed by the incumbent CMC and previously approved by the Employer.
 - The Engineering designs that may have to be completed by the CMC as a result of designs being incomplete or changes required due to site conditions, permit restrictions, etc., after such designs or re-designs have been approved by the Employer.
 - The provisions of the Construction contract.
 - The approved construction schedule.
- 4) Assist EMPLOYER in the preparation of various reports and applications required by Grant administrators (e.g: Ministry of International Cooperation (MIC), National Organization for Potable Water and Sanitary Drainage (NOPWASD), Ministry of Planning (MOP),

Ministry of Housing and Public Utilities (MHPU)), during the life of the project.

- 5) Monitor overall program budget and contract costs. Report to EMPLOYER and USAID if costs vary from the plan or if Contract changes jeopardise the possibility of completing a construction project within the budget. See Section C.4.B.3.c.
- 6) Review and certify Contractors' progress payment requests, accompanying support data and schedules. Verify amounts due to the Contractor(s) and, based on the CMC's on-site observations and Contract requirements, certify in writing to EMPLOYER within fifteen 15 working days following CMC's receipt of the invoice(s), the payments to be made to the Contractor(s). The CMC shall withhold payment certification for any work that has been rejected or any work, which is not in compliance with the contract documents.
Note: Such certifications shall constitute a representation to EMPLOYER that work has progressed to the point indicated and that to the best of the CMC's knowledge, information, and belief the work is in general accordance with the contract documents and acceptable engineering practice. (These certifications are subject to adjustment should defective materials or workmanship become evident prior to final acceptance).
- 7) Review and certify the requests for final payment submitted by the construction contractors to both EMPLOYER and USAID. At the completion of construction under each Contract, review the calculations for the final payment to the Contractor, accounting for all guarantees and retainage, in accordance with the actual work performed. A final report will be submitted to USAID and the EMPLOYER certifying that to the best of the CMC's knowledge and belief the work has been completed in an acceptable manner and shall make a recommendation for complete payment and release of retention sums.
- 8) Determine the value of the Works per FIDIC - Civil - 63.2 at the date of termination, in the event of the termination of any contract(s).
- 9) Negotiate with Construction Contractor(s), as required, and make recommendations to EMPLOYER and USAID regarding additional costs for work, equal to or exceeding US \$100,000, not specified in the Contract documents. In a timely manner, evaluate, administer and present recommendations, on all requests for Variation Orders from the Construction Contractor(s), to the EMPLOYER and USAID for approval as required. Prior to issuance by the CMC, all Variation Orders (positive or negative) valued at an equivalent amount of \$100,000 or more (i.e. Egyptian Pounds (LE) plus U.S. Dollars) must have prior written approval by EMPLOYER and USAID. Issuance by the CMC of Variation Orders (positive or negative) valued at an equivalent amount of less than \$100,000 (i.e. LE Pounds plus U.S. Dollars) do not require approval by the EMPLOYER or the concurrence of USAID, provided that, in the case of positive sums, the subject amount is available from the balance of the Provisional Sum provided in each Contract, is inherently required for realising the Scope Of Work of the Construction Contract, (FIDIC 4th Edition Clause 58 as amended), and the Variation Order has been previously orally discussed with USAID and the Employee prior to authorizing the work

involved. The CMC shall not break up large variation orders into several smaller ones to fall under the \$100,000 threshold limit. Justifiable and necessary break-up of large variation orders into smaller ones shall require prior written authorization of USAID and the Employer. A technical justification complete with detailed cost estimate and the schedule impact, prepared by the Construction Contractor(s), together with an evaluation and a recommendation by the CMC shall be submitted with each request for a Variation Order. The CMC shall prepare and maintain separate, comprehensive, Variation Order (VO) and VO request (VOR) logs containing a brief description, cost, dates, status, schedule impact, etc., for each Variation Order or Variation Order Request. The CMC shall prepare the actual VO inform and substance in a proper and legal manner sufficient to identify with clarity all changes made to the contract documents and in accordance with ADS 305 and Handbook 11 in terms of both funding and the rights and responsibilities of the parties.

- 10) The CMC may process and approve in the field those Variation Orders requiring immediate action necessary to promote the orderly progress of the project. These Immediate Action Variation Orders shall not equal or exceed an individual positive or negative value of \$100,000 (i.e., LE Pounds plus U.S. Dollars). Furthermore, not more than one Immediate Action Variation Order will be outstanding (i.e., documentation incomplete) during any one payment period for any single contract without the prior concurrence of both EMPLOYER and USAID. To the maximum extent practical, the CMC shall seek "prior approval in principle" from the EMPLOYER and concurrence by USAID for any Variation Orders requiring immediate action.
- 11) Value Engineering Change Proposals (VECP): The CMC shall review in a timely manner any Value Engineering Change Proposal (VECP) submitted by the Construction Contractor. If the VECP is acceptable to the CMC, the VECP will be sent to the Employer and USAID including:
 - A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the item's performance, and any pertinent objective test data. The cost of materials already procured, that may be rendered unusable upon approval of the VECP, must be fully accounted for in the analysis.
 - A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revision.
 - Identification of the unit to which the VECP applies.
 - Separate, detailed cost estimates for (i) the affected portions of the existing contract requirement and (ii) the VECP.
 - A description and estimate of costs the Employer may incur in implementing the VECP, such as operating and support costs.
 - A prediction of any effects the proposed change may have on collateral costs to the Employer.
 - A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

- Identification of any previous submissions of the VECP, including the dates submitted, the Host Country entities involved and previous Employer action.
- Effect of the VECP on the implementation schedule.

In case the Employer rejects the VECP, the CMC will prepare the necessary documents to be sent to the Construction Contractor explaining reasons for rejection of the VECP.

- 12) The CMC is authorized to issue a Field Order for minor changes in the project, which do not involve extra cost or an extension of time. All Field Orders must be consistent with the purpose of the project. A written copy of each Field Order with proper justification will be submitted to both EMPLOYER and USAID for their information and shall be reflected in the "Record" Drawings.
- 13) Manage all activities concerning claims and provide expert Legal advice regarding the handling of any and all claims presented by the D/B contractor. (CMC shall provide on site an Engineer who is a Bar accredited Attorney for claims minimization and claims management services). The CMC shall draft and finalize responses to correspondence from the D/B contractor or its representatives relating to legal or contractual issues including but not limited to actual or potential claims, requests for findings of excusable delay, requests for deviation from or amendment to the contract and proposed interpretations or disputes about the meaning of contract clauses. The CMC shall also draft contract amendments, if needed. All such correspondence and/or amendments shall be drafted by an attorney or a person with fully equivalent professional contract interpretation and drafting skills. Such correspondence shall be expeditiously processed and transmitted. It shall protect scrupulously the contractual and financial interests of both USAID and the Host Country Agency while, at the same time, being accurate and fair to the D/B contractor. With respect to amendments, the CMC shall be responsible for ensuring that such amendments are submitted to USAID and the Employer for approval. All documents submitted for review or approval of either the Host Country Agency or USAID shall be of high professional quality, well written, carefully thought out, clear, focused, logical and user-friendly. They shall be drafted by persons who are native speakers of English or have equivalent English language skills. They shall be free from grammatical errors, typos, redundancies, inconsistent or unreasonable requirements, conclusory or irrational arguments and any other indicia of careless or unprofessional preparation. All documents submitted for USAID approval shall be polished and refined prior to submittal and are expected to require little or no editing or revision. The text of any and all amendments shall explicitly identify the material being added, deleted and/or replaced and pinpoint the location, in the contract, of any changes. Documents failing to meet these standards shall be rejected and redone at the CMC's own expense and such rejection shall not be grounds for additional compensation or for extension of contract time. As a guide, for Claims with an initial equivalent value of less than U.S. \$100,000, the CMC should complete their review and forward an information copy of their finding and proposed response to the Contractor, to the EMPLOYER and to USAID, not later than 28 calendar days after receipt of Contractor's written request and complete substantiating documentation package. As a

guide, for Claims with an initial equivalent value equal to or greater than U.S. \$100,000 CMC should complete their review and forward their finding and proposed response to the Contractor, to the EMPLOYER for approval and to USAID for concurrence, not later than 42 calendar days after receipt of Contractor's written request and complete substantiating documentation package.

Final responses by the CMC to the pertinent Contractor, on each claim presented, shall constitute the "Engineer's Decision" in accordance with FIDIC Conditions of Contract, Part I General Conditions, Fourth Edition Dated 1987 Clause 67.1 as amended. Such decisions shall be issued on an expedited basis. Without exception actual dates of issue shall not exceed the time provisions of Clause 67.1 as amended.

- 14) Maintain files with documentation on all Contractor Claims and EMPLOYER Counterclaims, keep EMPLOYER and USAID informed on the status of all Claims, and act as EMPLOYER'S and USAID's Claims advisor. The CMC shall prepare a monthly Claims Status Report, which is to be submitted apart from the Monthly Report. In this context, the CMC shall maintain files on an item by item basis, which in their opinion, are Potential Variation Orders and/or Potential Claims.
- 15) Review the Construction Contractors' CPM construction schedule for overall reasonableness and logic, approve construction schedules as needed on construction contracts that may be at the starting stage at take over of the CMC contract and approve revisions of construction schedules on behalf of the Employer, provide oversight of the construction contractors' overall performance, including monitoring schedule compliance by construction contractors. In the event that non-compliance with the schedule is noted, the CMC shall immediately inform the Employer and USAID and send written instructions to the Construction Contractor(s) to take appropriate action to assure timely completion of the WORKS. If the CMC has reason to believe that a construction contractors' progress makes it unlikely that it will meet a target date set forth in the schedule, the CMC shall immediately notify such contractor of the same, with copies to the Employer and USAID, setting out the reasons for the CMC's concerns. The Construction Contractors will be required to submit their CPM construction schedules on 3 1/2" floppy disks compatible with the personal computers (Windows 95 or later versions) used by Employer and USAID; accordingly, the CMC will be required to maintain locally a compatible computer system to monitor the project.
- 16) Receive, catalogue and file all samples, drawings, instructions, manuals, certifications, specifications, and the correspondence submitted by the Construction Contractor(s). Provide Employer and USAID, if requested, with any test results and correspondence submitted by the construction contractor.
- 17) Review, revise as necessary and obtain EMPLOYER approval, of lists of recommended Operating Spare Parts and Supplies, prepared by the Construction Contractor(s). Instruct the Contractor(s) as to those items that they shall procure for the Project.
- 18) Prepare monthly progress reports setting forth in a narrative form the progress of the project work during the reporting period.

Include pertinent illustrative photos. See Section C.4 B.3.c. Submittals, for details.

- 19) Arrange for, prepare agendas for, and issue minutes for the Results Package / Strategic Objective Teams of USAID, Project Implementation Unit (PIU) meetings, and monthly construction meetings in the field. Meetings will be held not more than two times each month, but the CMC shall strive to arrange for at least one PIU meeting each month.

c. Submittals

Construction Management Activities:

1) Monthly Progress Reports:

The CMC shall submit ten (10) copies of a monthly progress report to the Employer, for each Construction Contract, not later than the tenth working day of the following month. In addition the CMC shall, for information purposes, provide three (3) copies of the subject reports for distribution to the USAID Project Officer. Subject reports shall, as a minimum requirement, include the following:

- Executive Summary of current activities. This shall include and not limited to the status of the six (6) categories listed in C.4.A with details as appropriate to convey project progress.
- Presentation of major problem areas, averting current or foreseen, together with recommendations for resolving these problems and attendant schedules for their resolution, and persons/parties responsible for the required actions.
- Anticipated activities for the coming month.
- A status reports on the Construction Contractor's staff. This report shall include arrival and departure dates of U.S. personnel and third party nationals; employment and termination dates of Host Country personnel; and a person-month summary indicating to date, projected, and contract person-months per major task for U.S., third party nationals, and Host Country personnel.
- Presentation of progress accomplished versus progress scheduled in curve or chart form. In addition, summary CPM Schedule updates are to be included. When appropriate, a discussion is to be included for any significant, potential or actual, slippage in schedule and the steps being taken to avoid or make recovery.
- Subject reports shall be supported, as required, by statistical tables, charts, financial information, selected photographs, or other information that will contribute to a concise, yet comprehensive report.
- Summary updates of the CPM Schedule.
- Other reporting requirements so indicated in Section C.

2) Monthly Financial Summary:

The CMC shall submit monthly cost reports for each contract showing cost to date, budget estimate, contractual obligation, Variation Orders, anticipated Variation Orders, and estimated cost to complete construction activities under each contract. Status of LOE by category shall be included. Subject summary is to receive same distribution, in same quantities, as monthly progress reports except that it is not to be distributed to any of the construction

contractors and it is to be submitted apart from the monthly progress report.

- 3) Quarterly Performance Reports (Construction Management Activities):
"Guideline for Quarterly Performance Report". The CMC shall submit two (2) copies of the Quarterly Performance Report to USAID and one (1) copy to the Employer not later than the tenth working day of each quarter. The quarterly report shall include only activities related to construction management services. Financial and administrative status shall be included in the report.
- 4) Demobilization Plan:
Six months prior to the estimated completion date of the contract, the CMC shall submit a draft demobilization plan to the USAID Project Officer and the Contracting Officer for review and approval. The demobilization plan shall have a realistic time frame with a detailed schedule breakdown by activity and work site, demonstrating compliance with the contract terms and requirements. The plan shall have three components:
 - **Equipment/Furniture/Vehicles:** The plan for transfer of custody and, if necessary, transfer of registration for vehicles should be directly tied to the work required under the contract.
 - **Staff:** Demobilization of staff must be tied to the contract work plan.
 - **Programmatic:** This aspect of the demobilization plan tracks the services to be provided under the contract, indicating when the services will be completed or at what stage of completion they will be when the staff depart post. This component must track closely with the work plan.

C.4.B.4. Inspection, Measurement & Construction Monitoring

- a. The CMC shall Inspect, Measure, and Monitor all materials and equipment testing, and all construction activities associated with this project to verify that these contracts are executed in accordance with the contract conditions and specifications are consistent with good engineering practice. In effect, the following are the minimum requirements for the CM's Quality Assurance Program. In this regard, the CMC shall:
 - 1) Provide qualified technical and clerical on-site staff as necessary for the services to be provided.
 - 2) Keep current the LND and the CPM schedule developed per C.4.B.1. of this document.
 - 3) Review the Contractor(s)' CPM construction schedules, for compliance with the Contract documents, and notify the Contractor(s) in writing of the Acceptance or Rejection, within 30 calendar days after receipt, of Contractor's CPM construction schedules. The CMC will be required to maintain locally a computer system compatible with both the Construction Contractors', the Employer's, and USAID's systems to facilitate this work.
 - 4) Assist the Construction Contractors in identifying the operations of other contractors that may impact their work and maintain liaison between the various contractors, the CMC and the EMPLOYER.

- 5) Hold monthly meetings with the Construction Contractor(s) which may be attended by EMPLOYER and USAID representatives to review the progress of work; record and distribute minutes and decisions (minutes shall be distributed within ten (10) working days of the meeting); keep EMPLOYER and USAID informed on critical matters orally and in written monthly reports.
- 6) Co-ordinate all construction works efforts with appropriate EMPLOYER staff. Assist and provide proper training for EMPLOYER personnel in maintaining proper records for managing construction projects.
- 7) Review Construction Contractor(s)' submittals for compliance with the Contract Documents and process same as stipulated in the Contract Documents. Accurate records shall be maintained relative to date due, date received, date review completed, date returned, and/or any action required.
- 8) Receive, review and ultimately approve, for general content, the following specific Construction Contractor(s)' submittals: Start-up Procedures, Instructions, CPM Schedules, Guarantees, Bonds and Certificates of Inspection which are to be provided by the Construction Contractor(s) in accordance with their Contract Documents; OM&T manuals and reports as specified in the OM&T segments of contract documents.
- 9) Periodically inspect and verify monuments, control lines, co-ordinates and benchmarks that constitute the principal survey references for the job sites.
- 10) Inspect and verify the location, dimensions, and orientation of facilities and structures.
- 11) Observe work performed by the Construction Contractor(s) for compliance with the Drawings, Specifications, Contract Documents and acceptable engineering practice. Take such action as is appropriate to require the Construction Contractor(s) to carry out acceptable corrective measures where needed.
- 12) Prepare necessary sketches, designs, and cost estimates for field changes and notify both the Employer and USAID of any changes.
- 13) Review, approve and monitor the Quality Control Program (QCP), to be or as established by each Construction Contractor. This program will cover the inspection and testing of all materials and equipment to be purchased in the United States of America and the Host Country as well as all construction activities related to the project. It will be the Construction Contractors' responsibility to arrange for inspection and testing of materials and equipment by an independent inspection service satisfactory to the CMC. The CMC shall issue a non compliance report if the QCP is not being adequately implemented by the construction contractor.
- 14) Monitor the Construction Contractor's quality control activities including field tests of materials and review laboratory test results for compliance with Contract documents and acceptable engineering practice. Include a section in the Monthly Progress Reports

evaluating the Construction Contractor(s)' quality control activities. Direct the Construction Contractor(s) to provide representative samples of materials to be utilized in the works and, where required, submit them to the Laboratory designated by the CMC to test for compliance with quality standards and technical specifications. Observe tests and notify EMPLOYER and the Construction Contractor(s) in writing of Acceptance or Rejection of materials or equipment tested. When appropriate, direct the Construction Contractor(s) to take the action necessary to remove, replace, correct, that which does not comply with the Contract documents and withhold payments for such work until the appropriate corrective actions are taken and the work is completed to the satisfaction of the CMC.

- 15) Review and note any exceptions, which are taken relative to the results of the Construction Contractor's on-site inspection program. Instruct the Construction Contractor(s) to take the actions necessary to resolve any exceptions, which are noted and report such activities in the Monthly Progress Reports per Section C.4 B.3.c. of this document.
- 16) Make regular measurements of all quantities of work performed by the Construction Contractor(s).
- 17) Establish and maintain an up-to-date inventory of on-site equipment and materials to be installed in the project.
- 18) Maintain at each Field Office an Inspector's Daily Log and other records pertinent to the subject project.
- 19) Review and comment on the Construction Contractors' submittals for excavation support and dewatering systems and monitor the installation of such systems to see that installation of it is in conformance with the submittals.
- 20) Monitor for compliance with the Construction Contract Documents, the Construction Risk Management Program (CRMP) to be developed or already developed and implemented by each Construction Contractor per Section C.4 B.2. b. 5) of this document. On a frequent basis, not greater than 30 calendar day periods, inspect with the pertinent Construction Contractor(s) the "base-line" data established under their respective CRMP. Log the findings provided by the Contractors. Alert EMPLOYER and USAID if there are significant changes taking place and make recommendations as to what action if any should be taken. Include a section in the Monthly Progress Reports evaluating the monthly CRMP findings, relative to the "base-line" data.
- 21) Include sections in the Monthly Reports on effectiveness of Construction Contractor(s)' compliance with:
 - Safety and Security Program. Include statistics in chart form on Lost Time Accidents (LTA), Consecutive Days without a LTA, etc.
 - Mitigation of adverse environmental effects of construction activities.
- 22) Prepare and maintain comprehensive construction progress photo albums at each field office. Photos shall be taken on a regular monthly basis or shorter intervals as deemed prudent. Each photo is to be identified as to project, location, activity/subject matter, date,

time and photographer. Duplicate albums are to be maintained at the principal office. Copies of selected photographs shall be submitted to USAID per Section C.4.B.3.C.1).

- 23) Perform final inspections of all components and portions of the work for compliance with final punch list. Witness all final performance tests. Prepare completion certificates and acceptance documents for all completed work. Representatives of Employer and USAID will be given written notice not less than seven (7) calendar days prior to any final inspections and/or performance tests. All final inspections and/or performance tests shall be performed in the presence of Employer's and USAID representatives. However, in the event that the representatives of EMPLOYER are not available for a period in excess of fourteen (14) calendar days, from the date of the written notification, the CMC shall proceed to perform the necessary inspections and tests without EMPLOYER presence being required.
 - 24) Maintain a complete set of "marked-up" drawings of the project. The CMC shall compare these drawings with the final "Record" Drawings to be submitted by the Construction Contractor(s) and reconcile any inconsistencies. The resultant "Record" Drawings, prepared by the CMC, shall be delivered to the Employer (one set of prints and one set of reproducible) at the end of the project. Final payment to the CMC shall not be made until this activity is completed to the satisfaction of the Employer.
 - 25) The CMC shall provide services as may be required during the Defects Liability Period to inspect and verify any necessary remedial work.
 - 26) The CMC shall conduct a Final Inspection and Performance Evaluation for each of the Construction Contracts, at the expiration of the pertinent Defects Liability Periods, approximately one year (but not later than 10 months after the Defects Liability Period begins) after the completion of each of the subject contracts. A team of experts, selected from the CMC staff, shall evaluate the technical performance of the facilities, and examine all work for completion and conformance to contract requirements. A report shall be prepared, by the CMC, describing any deficiencies noted and describing the performance of the facilities in detail. The report shall include a final inspection certificate and, if appropriate, a Recommendation of Final Acceptance. Ten (10) copies of this report shall be supplied to EMPLOYER and three (3) copies to USAID.
- b. In the performance of its duties under the terms of this Contract the CMC shall not be responsible for:
- 1) Means, methods, techniques, or procedures of construction selected by the Construction Contractors (other than those specified in Contract Documents).
 - 2) Implementation of the Construction Contractors' Safety & Security Programs other than to review, comment on the applicability of the proposed programs to their respective contracts and monitor the implementation of the safety and security programs.
 - 3) Failure of the Construction Contractors to comply with any laws, and/or ordinances applicable to construction in the Host Country.

C.4.B.5. Miscellaneous Design, Engineering, Surveying and Drafting

The CMC shall provide surveying and drafting services to support the "other services" under this Contract. Subject work shall include, but not be limited to the following:

- 1) Provide the Contractor's primary survey control, set co-ordinates and benchmarks that constitute the principal survey references and periodically inspect and verify these references. The actual establishment of working lines, grades and dimensions is the sole responsibility of each individual Contractor. However, the CMC shall be responsible to inspect and verify the interim field survey works carried out by the contractor(s). Verify the contractor's survey work for compliance with the drawings and maintain a file of survey records. The CMC shall also verify availability and adequacy of allocated construction sites in accordance with design requirements and shall take necessary actions to resolve any problem.
- 2) Conduct surveys and perform drafting services to establish topographic features and property boundaries required to design or re-design primary or ancillary facilities as may become necessary. Further, perform design and prepare construction plans for as yet unidentified project requirements. It is understood that this subtask is not included in this Contract and that authorisation for the CMC to proceed with such work shall be effected by a modification to this contract.
- 3) Perform drafting services required for but not limited to:
 - Reports and presentation graphics.
 - Variation Order sketches and drawings.
 - Record drawings of completed construction.
 - Designs/re-designs performed per subsection 2) above
- 4) The CMC shall provide the normal supplementary and complementary services required for the work contained in Section C.4 B.5. 1) and 3). above. Such work shall include but not be limited to the following:
 - Computations and closures for field surveys and other data.
 - Maintenance of control data, notebooks, records and files.
 - Logging, filing and maintenance of drawings.
 - Overall care and maintenance of surveying and drafting equipment, including furniture and business machines such as copiers, computers, printers, faxes, etc.

C.4.B.6. Start-Up

The CMC shall be responsible for, but not be limited to, accomplishing or otherwise providing the following:

1. In co-ordination with the pertinent Construction Contractor(s), ensure the preparation of a list of emergency spare parts needed for start-up. Insure the timely procurement and job site delivery by the Construction Contractor(s) so as not to delay start-up. The actual cost of the parts and this procurement activity are the sole responsibility of the pertinent Construction Contractor.
2. In co-ordination with the pertinent Construction Contractor(s), ensure the preparation of a detailed start-up Procedure for each separate facility, e.g., new water treatment plant in Kom Ombo, new wastewater ponds in Luxor, etc. Each

procedure is to be divided into the applicable systems, e.g., electrical, mechanical, piping, instrumentation & controls, civil, etc.

3. Prior to start-up of any facility, the pertinent Construction Contractor(s) shall demonstrate the completeness and the correct functioning of the included systems, in accordance with the applicable Start-up Procedure. The CMC shall witness and either approve or reject, in writing, the provisional acceptance of each of the component systems. To reduce the probability of Systems Test failures, the CMC shall employ the standard "Punch List".
4. In co-ordination with the pertinent construction contractor(s), the CMC shall revise LND to an appreciably higher level of detail for the start-up phase of each facility, i.e., show more individual activities.
5. The CMC shall assist the pertinent construction contractor(s) in selecting, scheduling and co-ordinating the work of various Manufacturers required for start-up period.

C.4.B.7. Operation, Maintenance and Training (OM&T)

The CMC shall provide personnel, as required to monitor the OM&T services provided by the Construction Contractor. The services shall include and not be limited to the following:

1. Pre-Commissioning Services

- Review the complete plan of operation showing the schedule of events and dates of all tasks involved with OM&T services submitted by the Contractor.
- Review and comment, as to completeness and applicability of the Standard Operating Procedures (SOPs) for each major component or system of the Works.
- Review and comment on the initial Works operation budget submitted by the Contractor.
- Review the training program submitted by the Contractor. The training program shall provide the basis for all Works training and demonstration training throughout the OM&T services period
- Approve any the computer program, submitted by the Contractor on 3 1/2" floppy disks.
- Approve the computerized MMS program, where applicable, prior to the start-up of the OM&T.
- Review, and revise if necessary, the recommended list and unit prices of spare parts. The CMC shall obtain the Employer's concurrence of the list and return same to the Contractor. The CMC shall have the responsibility to expedite all parties involved in this activity to ensure that the spare parts are delivered to the pertinent job site or designated warehouse not later than two weeks prior to commencement of the facility start-up.

2. Start-up and Commissioning

- Review the Contractor's alternative recommendations to correct the problems which cannot be resolved onsite.
- Review and approve the Contractor's advise and assist plan.

3. Advise and Assist

- Review the reports submitted by the Contractor regarding operational progress

4. Other Tasks

- 1) Attend the monthly progress meetings with the Contractor, CQC, Employer representatives, and assigned Works staff management throughout the OM&T period to review all activities of the Contractor.
- 2) Review the Contractor's monthly reports during the OM&T period.
- 3) Participate in the monthly meetings of the safety committee.
- 4) Develop with the Contractor and the Employer an employee performance evaluation procedure, including reporting format, for all the Works staff assigned to the Works.
- 5) Review and approve any modification or improvements or any required additional work to improve the operational efficiency and associated costs.
- 6) Review and approve the O&M manuals submitted by the Contractor.
- 7) Review and approve the reference library list submitted by the Contractor.
- 8) Approve the OM&T computer hardware and software.

C.4.B.8. Other Services

a. General

The CMC shall provide comprehensive and complete services with regard to the implementation of this project. It is acknowledged that this Statement of Work may not have specifically addressed all tasks pertinent to the conduct of the Project. In this regard, it will be the responsibility of the CMC to identify any additional tasks necessary for the efficient and effective implementation of the overall Project and to recommend to USAID, with information copy to the Employer, appropriate action for accomplishing these tasks. These recommendations are considered to be a vital element of the duties of the CMC throughout the life of the Project. Any of the identified tasks, desired by USAID, which are not provided for in the budget and level of effort estimates for this Contract, shall be effected by a modification to this Contract. The CMC shall not initiate work under "Other Tasks" until authorized in writing by the Contracting Officer.

b. Materials and Equipment Procurement

Any work assigned, relative to the provisions of this clause, shall be effected by a modification to this Contract.

c. Special Claims / Arbitration Assistance

1. In addition to day-to-day Claims Assistance to be provided per Section C.4 B.3. b. 14) above, the CMC shall, with the approval of USAID, provide to the EMPLOYER expert services of Specialist Subcontractors which may be required due to receipt of complex and/or high value claims, the anticipation of litigation, or the need to respond and participate in Alternative Dispute Resolution, Mediation, and/or an Arbitration proceeding.
2. The CMC shall cooperate with, provide assistance to, and otherwise expedite the activities, requests and logistic needs of the members of the Disputes Resolution Board, as may relate to implementation of Clause 67 of FIDIC as amended in Part II Conditions of Particular Application.

C.5 WORK FOR OTHERS

Any work performed by the CMC for the Host Country Project Implementation Unit responsible for the subject Construction contracts or any other local Host Country Government entity will not be chargeable under this contract unless specifically included in the Scope of Work.

C.6 PROJECT REVIEW AND COORDINATION

The CMC shall maintain close contact with both EMPLOYER and USAID on all matters and issues related to the work. The CMC shall meet with EMPLOYER and USAID personnel regularly, at least once per month during the project duration, to report progress of the work. In addition, the CMC shall hold special meetings for urgent matters as required.

C.7 USAID APPROVALS

Certain documents prepared and all procurement actions performed under this Contract, require USAID approvals. The CMC shall consult and assist, as necessary, to obtain such approvals. Obtainment of such approvals shall be deemed to be an integral component of all of the CMC tasks. USAID's approval role, contemplated hereunder, is exercised in its function as the funding Agency for the Project and its responsibility to monitor Project activities in order to keep fully informed as to the progress of the work and, in certain instances, to furnish prior approval of those contract actions which, in accordance with USAID procedures, require such approval. Dependent upon the type and scope of the project, requirements for USAID reviews, concurrence or approvals may vary. For project implementation, utilising Host Country Contracts please consult latest revision of USAID Automated Directive System and relevant Handbooks for guidance.

C.8 PERSONNEL

- 1) Stage III (services from July 2002 through PACD of 30 September 2005): With several ongoing projects at various stages of completion and one (or two) construction contracts just recently awarded, it is imperative that the CMC be fully staffed with qualified personnel right from the start of the CMC contract. The CMC must respond quickly and thoroughly to construction contractor queries, submittals, issues, etc. Of particular importance are timely responses to construction contractor correspondence, expedited review and return of annotated submittals, urgent addressing and resolution of potential change orders and expedited processing of construction contractor invoices.
- 2) Note: Positions and levels of effort shall be in accordance with USAID approvals and Employer concurrence per Section C.2 B. of this contract. Vacancies in positions as a result of personnel absences due to Annual Leave, Extended Sick Leave, Transfers, Promotions, Retirements, Termination, etc., shall be planned for where possible. Replacements, or adequate short term coverage shall be provided by the CMC so as to prevent the occurrence of delays in: responses to construction contractor correspondence, expedited review and return of annotated submittals, urgent addressing and resolution of Potential Change Orders, and expedited processing of construction contractor invoices.

C.9. DEFINITIONS/ABBREVIATIONS AND ACRONYMS

1. In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

- "Addenda" means written or graphic instruments issued prior to opening of bids which modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract when the Tender/Award/Agreement form is executed by the Employer.
- "AID" (or USAID) means the Agency for International Development, of the United States of America.
- "Bid" or "Proposal" means Tender.
- "Bidder" means Tenderer.
- "Bill of Quantities" means the priced and completed bill of quantities forming part of the Tender.
- "Commencement Date" means the date the Notice to Commence is received by the Construction Contractor.
- "Communication" means Instructions.
- "Contract" means Standard Form 26 Sections A through I.
- "Contract Amount" shall have the same meaning as "Contract Price" in these Contract Documents.
- "Contract Completion Time" shall have the same meaning as "Time for Completion" in these Contract Documents.
- "Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Construction Contract.
- "Construction Contractor" means "Design/Build Contractor" the person/Company whose tender has been accepted by the Employer and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.
- "Cost" means all expenditure properly incurred or to be incurred, whether on or off the Site, including overhead and other charges properly allocable thereto but does not include any allowance for profit.
- "Contract" means Standard Form 26 Sections A thru I.
- "Contract Completion Time" shall have the same meaning as "Time for Completion" in these Contract Documents.

- "Contractor's Equipment" means all appliances and things of whatsoever nature (other than Temporary Works) required for the execution and completion of the Works and the remedying of any defects therein, but does not include Plant, materials or other things intended to form or forming part of the Permanent Works.
- "Cost" means all expenditure properly incurred or to be incurred, whether on or off the Site, including overhead and other charges properly allocable thereto but does not include any allowance for profit.
- "Day" means calendar day.
- "Design/Build Contractor" means the person/Company whose bid has been accepted by the Employer and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.
- "Drawings" means all drawings, calculations and technical information of a like nature prepared and provided by the ED/CMC to the Construction Contractor under this Contract and all drawings, calculations, samples, patterns, models, operation and maintenance manuals and other technical information of a like nature submitted by the Construction Contractor and approved by the ED/CMC.
- "Eligible Country" means a country designated by authorized USAID Geographic Code.
- "EMPLOYER" means the Owner means the National Organization for Potable Water and Sanitary Drainage (NOPWASD) of the Arab Republic of Egypt.
- "Engineer" means the successor to CDM and its authorized representatives.
- "Engineer's Representative" means a person appointed by the Engineer.
- "Field Order - means a Variation Order issued by the Engineer for minor variations in the Contract which do not affect the intent, the cost and/or the time for completion of the Contract.
- "Follow-on CMC" means the successor to CDM.
- "Force Account Work" means "Day Work."
- "Foreign Currency" means a currency of a country other than that in which the Works are to be located.
- "Force Account Work" means "Day Work."
- "Government" means the Host Country Government.
- "Host Country" means Arab Republic of Egypt, means Cooperating Country.

- "Instructions" means determination unilaterally given.
- "Incumbent CMC" means Camp Dresser & McKee International Inc.
- "Letter of Acceptance" means the formal acceptance by the Employer of the Bid.
- "Notice to Commence" is the notice issued by the Engineer directing the Construction Contractor to commence construction after the Construction Contractor is mobilized.
- "Notice to Proceed" is the notice issued by the Engineer directing the Construction Contractor to start mobilization.
- "Owner" means Employer (Host Country Implementing Agency).
- "Permanent Works" means the permanent works to be executed (including Plant) in accordance with the Contract.
- "Project Steering Committee" Means Project Follow-Up Committee and is usually composed of representatives of appropriate ministries, governorates, or other agencies of the Host Country. As a rule, the committee members are officials of high rank, who provide general policy guidance to the Project Manager/administrator and otherwise facilitate project progress by resolving major problems or issues.
- "Section" means one of the technical specifications, (when describing a technical specification).
- "Site" means the places provided by the EMPLOYER where the Works are to be executed and any other places as may be specifically designated in the Contract.
- "Shop Drawings" means drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Construction Contractor, a Subcontractor, manufacturer, supplier, or distributor and which will illustrate the equipment, material or some portion of the work.
- "Specification" means the specification of the Works included in the Contract and any modification thereof or addition thereto made or submitted by the Engineer and approved by the Contracting Officer.
- "Subcontractor" means any person named in the Contract as a Subcontractor for a part of the Works or any person to whom a part of the Works has been subcontracted with the consent of the Engineer and the legal successors in title to such person, but not any assignee of any such person.
- "Tender" means the Contractor's priced offer to the Employer for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the contract, as accepted by the Letter of Acceptance.

- "Tests on Completion" means the tests specified in the Contract or otherwise agreed by the Engineer and the Contractor which are to be made by the Contractor before the Works or any Section or part thereof are taken over by the Employer.
- "Time for Completion" means the time for completing the execution of and passing the Tests of Completion of the Works or any Section or part thereof as stated in the Contract or as extended, calculated from the Commencement Date.
- "Wayleaves" means Right of Way.
- "Works" means the Permanent Works and the Temporary Works or either of them as appropriate. "Works" shall also have the same meaning as "Project" in these Contract Documents.
- "Writing" means any hand-written, type-written, or printed communication, including electronic mail (e-mail) telex, cable and facsimile transmission.

Abbreviations:

CDM:	Camp Dresser & McKee International Inc.
CM:	Construction Management
CMC	Construction Management Contract
CPFF	Cost Plus Fixed Fee
CPM	Critical Path Method
CQC	Construction Quality Control
CRMP	Construction Risk Management Program
DBC	Design Build Contract
D/B	Design Build
ED	Engineering Design
EOPCC	Engineer's Opinion of Probable Cost
FIDIC	Federation Internationale des Ingenieurs - Conseils
GOE	Government of Egypt
HC	Host Country
HCC	Host Country Contract
IFB	Invitation for Bid
LOE	Level of Effort
LND	Logic Network Diagram
MHPU	Ministry of Housing & Public Utilities
MIC	Ministry of International Cooperation
MOP	Ministry of Planning
NOPWASD	National Organization of Potable Water and Sanitary Drainage
NTC	Notice to Commence
OM & T	Operations, Maintenance and Training
PACD	Project Assistance Completion Date
PIU	Project Implementation Unit
QA/QC	Quality Assurance/Quality Control
QCP	Quality Control Program
RFP	Request For Proposal
RP	Results Package
ROW	Right of Way
SC	Secondary Cities
SCRIP	Secondary Cities Results Package
SOP	Standard Operating Procedures
USAID	United States Agency for International Development

VECP	Value Engineering Change Proposal
VO	Variation Order
VOR	Variation Order Request
W/WW	Water & Wastewater
WTP	Water Treatment Plant

[END OF SECTION C]

SECTION D - PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semifinished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

[END OF SECTION D]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-3	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION OF SUPPLIES--COST-REIMBURSEMENT	MAY 2001
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at the construction sites in Mansoura, Nuweiba, Luxor, Kom Ombo, Darawo, Nasr City and Cairo or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

[END OF SECTION E]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) STOP-WORK ORDER	AUG 1989
52.247-34	ALTERNATE I (APR 1984) F.O.B. DESTINATION	NOV 1991

F.2 DELIVERY SCHEDULE

The schedule is incorporated by reference and is in full force and effect as if included in full therein. Any changes to the schedule require approval by the Contracting Officer

F.3 PERIOD OF PERFORMANCE

The period of performance for this contract is from July 1, 2002 through September 30, 2005.

F.4 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

F.5 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth for submission of reports in Sections I and J and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit the deliverables or outputs to the CTO specified in Section G.

F.6 PROGRESS REPORTING REQUIREMENTS

752.242-70 PERIODIC PROGRESS REPORTS (JUL 1998)

- (a) The contractor shall prepare and submit progress reports as specified in the Schedule and Section C of this contract. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with (48 CFR) FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the contractor's performance.

- (b) During any delay in furnishing a progress report required under this contract, the contracting officer may withhold from payment an amount not to exceed US \$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the contracting officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

F.7 LEVEL OF EFFORT

- (a) The contractor shall devote _____ person-hours level of effort of direct employee, consultant, or subcontractor labor for the period specified in the clause, Period of Performance, above. This total level of effort is organized by labor category below.

Labor Hours

Home Office
(those physically located in the US)
Expatriate Short-Term Professional
In-Country Long-Term Expatriate
Local Long-Term Professional
Local Short-Term Professional

SUB-TOTAL PROFESSIONAL

Non-professional

TOTAL

Non-professional personnel include office managers, administrative personnel (including secretaries and messengers) and drivers. This list is not inclusive.

3% deviation from total figures of professional or non-professional personnel may be made without Contracting Officer approval. Any variances +/- 3% require prior Contracting Officer's approval.

- (b) The number of person-hours for any labor category may be used in any other labor category, subject to the prior written approval or direction of the CTO. Once the level of effort has been fully expended, this contract is complete.

F.8 PRESENCE OF PERSONNEL

Vacancies in positions as a result of personnel absences due to annual leave, extended sick leave, transfers, promotions, retirements, termination, etc shall be planned for where possible. Replacements, or adequate short term coverage shall be provided by the CMC so as to prevent the occurrence of delays in: responses to construction contractor correspondence, review and return of annotated design submittals, urgent address and resolution of potential Change Orders, and expedited processing of construction contractor invoices.

F.9 LIMITATION ON LEVEL OF EFFORT (March 1996)

The contractor will notify the Contracting Officer in writing when the contract or any task order awarded under the contract is expected to exceed 75% of the estimated level of effort (LOE) specified in the Schedule. Along with the written notice, the contractor will provide the Contracting Officer with a revised estimate of the total LOE. Project approvals, technical orders or other direction from the project office do not constitute authorization to increase, decrease or redistribute LOE. The Government is not obligated to reimburse the contractor for any actions which increase, decrease or redistribute LOE unless such actions have been authorized in writing by the contracting officer. In the event direct labor hours in excess of the LOE are required to accomplish the work, such additional effort will be treated as new procurement except in limited situations in which the "Changes" clause may be applicable.

In the event fewer hours of LOE are used than authorized originally or by modification, the contracting officer has the option to extend the period of performance for any additional period of time not exceeding 90 days to allow the contractor to furnish the LOE specified in the contract schedule. Such extensions shall not exceed any established funding ceilings or other terms and conditions and is for the sole purpose of allowing the contractor to utilize the LOE.

(End of Clause)

F.10 KEY PERSONNEL

- A. The key personnel which the Contractor shall furnish for the performance of this contract are as follows:

Name	Title
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- B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Cognizant Technical Officer reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

F.11 MINIMUM QUALIFICATIONS OF KEY PERSONNEL

[END OF SECTION F]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	AIDAR 48 CFR Chapter 7	
752.7003	DOCUMENTATION FOR PAYMENT	NOV 1998

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

Office of Procurement
United States Agency for International
Development
USAID
Unit 64902

G.3 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer is Dulal Dutta or his or her designee at:

EI/WW
United States Agency for International
Development
USAID
Unit 64902
APO AE 09839-4902

Telephone: 011-202-5226761

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The CTO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.
- (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
- (5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
- (6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The CTO is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The CTO may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

- (c) The CTO is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.
- (d) In the absence of the designated CTO, the CTO may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO's stead shall immediately be communicated to the Contractor and the Contracting Officer.
- (e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally

resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

- (f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.5 PAYING OFFICE

The paying office for this contract is:

Office of Financial Management
US Agency for International Development
USAID
UNIT 64902
APO AE 09839-4902

G.6 ACCOUNTING AND APPROPRIATION DATA

Budget Fiscal: 2000

Operating Unit:

Strategic Objective:

Team/Division: EI/WW

Benefiting Geo Area: 263

Object Class:

Amount Obligated: \$.00

G.7 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

- (a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has ☐ has not ☐ submitted the most recent report required by 38 U.S.C. 4212(d).
- (b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

[END OF SECTION G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
	AIDAR 48 CFR Chapter 7	
752.7027	PERSONNEL	DEC 1990

H.2 AIDAR 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997)

- (a) Except as may be specifically approved by the Contracting Officer, all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) which will be financed under this contract with U.S. dollars shall be procured in accordance with the requirements in 22 CFR part 228, "Rules on Source, Origin and Nationality for Commodities and Services Financed by USAID." The authorized source for procurement is Geographic Code 000 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.
- (b) Ineligible goods and services. The Contractor shall not procure any of the following goods or services under this contract:
 - (1) Military equipment,
 - (2) Surveillance equipment,
 - (3) Commodities and services for support of police and other law enforcement activities,
 - (4) Abortion equipment and services,
 - (5) Luxury goods and gambling equipment, or
 - (6) Weather modification equipment.
- (c) Restricted goods. The Contractor shall not procure any of the following goods or services without the prior written approval of the Contracting Officer:
 - (1) Agricultural commodities,
 - (2) Motor vehicles,
 - (3) Pharmaceuticals and contraceptive items,
 - (4) Pesticides,
 - (5) Fertilizer,
 - (6) Used equipment, or
 - (7) U.S. government-owned excess property.

If USAID determines that the Contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer, and has received payment for such purposes, the

Contracting Officer may require the Contractor to refund the entire amount of the purchase.

H.3 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS AND AIDAR 752.7027 PERSONNEL

In accordance with the above clauses, the Contracting Officer hereby provides prior written approval for international travel, provided that concurrence with the assignment of individuals outside the United States is obtained by the Contractor, in writing, from the CTO prior to their assignment abroad, which must be within the terms of this contract, is subject to availability of funds, and should not be construed as authorization either to increase the estimated cost or to exceed the obligated amount (see Section B). The Contractor shall retain for audit purposes a copy of each travel concurrence.

H.4 INSURANCE AND SERVICES

- (a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act); USAID's DBA insurance carrier is:

Rutherford International, Inc.
5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312

Points of Contact:
Sara Payne or Diane Ford
(703) 354-1616

Hours of Operation are: 8 a.m. to 5 p.m. (EST)
Telefax: 703) 354-0370
E-Mail: www.rutherford.com

- (b) Pursuant to AIDAR 752.228-70 Medical Evacuation (MEDEVAC) Services, USAID's Medevac service provider is:

Medex Assistance Corporation
P.O. Box 5375
Timonium, MD 21094-5375
Telephone: (410) 453-6300 in Maryland;
or (800) 537-2029 (toll-free)
Telefax: (410) 453-6301

Applicants should request coverage in accordance with USAID Contract No. HNE-Q-00-98-00106-00.

Medevac services costs are allowable as a direct cost.

H.5 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 000. Local Procurement is permitted in accordance with 22 CFR 228.

H.6 LOGISTIC SUPPORT

The CMC shall be responsible for providing all its own logistic support, which is necessary and of an acceptable standard for the timely completion of work under this contract. If the CMC has first exhausted all recourse through normal, standard Host Country procedures with unsatisfactory results, then USAID and/or EMPLOYER will assist the CMC in obtaining the various government approvals and clearances required.

H.7 PERSONNEL COMPENSATION

(a) Limitations:

- (1) Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which shall be certified to by the Contractor. Nor may any individual salary or wage, without approval of the Cognizant Contracting Officer, exceed the employee's current salary or wage, or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years.
- (2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the Contract equivalent to the maximum annual salary rate of the USAID "ES-6" (or the equivalent daily rate of the maximum ES-6 salary, if compensation is not calculated on an annual basis), as amended from time to time, unless an advance written waiver is granted by the USAID Procurement Executive prior to contract award.

(b) Salaries During Travel

Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

(c) Return of Overseas Employees

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable non-performance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route.

(d) Annual Salary Increases

One annual salary increase (includes promotional increase) of not more than the annual cost-of-living adjustment (COLA) received by Federal General Schedule (GS) employees may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary of ES-6 may be granted only with the advance written approval of the Contracting Officer.

(e) Consultants

No compensation for consultants will be reimbursed unless their use under the contract has advance written approval of the Contracting Officer; and if such

provision has been made or approval given, compensation shall not exceed 1) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or 2) the maximum daily salary rate of ES-6, whichever is less.

(f) Initial Salaries

The initial starting salaries of all employees whose salaries are charged as a direct cost to this contract must be approved, in advance and in writing, by the Contracting Officer. (any initial starting salaries included in the contractor's best and final and accepted during negotiations, are deemed approved upon contract execution).

NOTE: The daily rate of a Foreign Service officer Class 1 (ES-6) is determined by dividing the annual salary by 2087 hours and multiplying the quotient by 8.

NOTE: Any Approvals issued pursuant to the above sections shall be retained by the Contractor for audit purposes. Approvals issued pursuant to the above must be within the terms of this contract, and shall not serve to increase the total estimated cost or the obligated amount of this contract, whichever is less (see Part I, Section B.3 of this contract).

(g) Work Week

- (1) Nonoverseas Employees. The length of the contractor's U.S., non-overseas employees workday shall be in accordance with the contractor's established policies and practices and shall not be less than 8 hours per day and 40 hours per week.
- (2) Overseas Employee. The work week for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the USAID Mission and the Cooperation Country associated with the work of this contract.

(h) Definitions

As used herein, the terms "Salaries," "Wages," and "Compensation" mean the periodic remuneration received for professional or technical services rendered, exclusive of any of the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028), unless otherwise stated. The term "compensation" includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges (see also the clause of this contract entitled "Personnel Compensation" (AIDAR 752.7007)).

H.8 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT

The Contractor's subcontracting plan dated _____ is hereby incorporated as a material part of this contract.

In accordance with FAR 52.219-9, SF 294 and SF 295 should be forwarded to the following address:

U.S. Agency for International Development

Office of Small and Disadvantaged Business
Utilization
Room 7.08 RRB
Washington, D.C. 20523

H.9 EEO COMPLIANCE REVIEW (OCT 1997)

If the award, when let, should total \$10 million or more, the prospective contractor and its known first-tier subcontractors with subcontracts of \$10 million or more shall be subject to a compliance evaluation before the award of the contract unless OFCCP has conducted an evaluation and found them to be in compliance with Executive Order 11246 within the preceding 24 months.

H.10 USG PROVIDED EQUIPMENT FOR OFFICES IN HOST COUNTRY

The principal CMC office will be located in Cairo, Egypt. The CMC will be responsible for establishing and maintaining an office adequately staffed and appropriately located to carry out the duties and responsibilities assigned to the CMC.

At the end of the project the items will be turned over to the National Organization of Potable Water and Sanitary Drainage (NOPWASD) in accordance with USAID regulations. It is the CMC's responsibility to relinquish care and custody of all non-expendable property to the NOPWASD.

H.11 PERSONAL USE OF PROJECT VEHICLES

Personal use of Project Vehicles is subject to the policies and Mission Orders of USAID/Egypt as amended from time to time and generally is not permitted. Long term contractors (24 months or more) will be entitled to shipping allowances of POVs. Shuttle service, for expatriates only, for the purpose of going to and from the office will be allowed provided reimbursement is in accordance with Mission policy.

H.12 CURRENT BLANKET WAIVERS APPROVED FOR USAID/EGYPT DIRECT AWARDS

Type of Waiver	Expiry Date
US Source & Origin for Locally Manufactured Air Conditioners/Heaters	07/01/02
US Source & Origin for Photocopiers	04/05/03
US Source & Origin for 220V Black & White (not color) Microcomputer Printers	07/21/03
US Source & Origin for Arabic Computer Software	08/28/03
US Source & Origin for 220 volt PAL Video Equipment	02/25/04

H.13 CONTRACTOR NOTICES AND MISSION ORDERS

Guidance and policy matters addressed in Contractor Notices and Mission Orders apply to this contract unless otherwise specified by the Contracting Officer.

H.14 RECORDS, INFORMATION, DOCUMENTS AND MATERIAL

Except as specifically authorized by this contract, or as otherwise approved by the Contracting Officer, records or other information, documents and material furnished by USAID or Egyptian agencies to the Contractor in the performance of this Contract or information developed by the Contractor in the course of the work hereunder, will be used only in connection with the work performed under this Contract. The Contractor will, upon completion or termination of this Contract transmit to USAID and Egyptian agencies all records or other information, documents and materials, and any copies thereof, furnished to the Contractor or developed by the Contractor in the performance of this Contract.

H.15 LANGUAGE AND UNITS

All correspondence reports, studies, questionnaires, and contract amendment, or other related documents shall be in the English language and shall use metric units of measurement, Système International (SI). All drawings, maps, tables, and charts shall be in English and shall use SI units of measurement. Although English is designated as the official language of all Construction contracts, an unofficial Host Country translation and vice-versa of certain the Contract Forms, correspondence, major decisions or directives, may become necessary and shall be prepared by the CMC and submitted to EMPLOYER or USAID, as appropriate. The CMC shall provide timely and high quality translation services as required in the above work.

H.16 OWNERSHIP OF DOCUMENTS

As each discrete portion of the Contract work is completed, the originals of all drawings, and copies of all field data, test results, studies, reports, and other materials prepared as part of this Statement of Work shall be delivered to the EMPLOYER. All such documents are to be in good condition and corrected to represent As-Built status. Further, all such transmittals are to be clearly identified, complete with comprehensive indices and separated by discipline as well as by major sections of the project. Concurrently two (2) copies of the transmittal letters complete with the comprehensive indices are to be delivered to USAID for reference purposes. All such documents shall become the property of the Host Country and may be transferred at its discretion. The CMC shall not release such documents to third parties without the express written permission of USAID and the Host Country.

[END OF SECTION H]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://arnet.gov/far/>

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	MAY 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.211-5	MATERIAL REQUIREMENTS	OCT 1997
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-4	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS	MAY 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-5	OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS	JAN 1999
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC 1998
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	MAR 2000
52.216-8	FIXED-FEE	MAR 1997
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.219-5	VERY SMALL BUSINESS SET-ASIDE Alternate I (MAR 1999)	MAR 1999
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000

52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2000)	OCT 2000
52.219-16	LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.219-21	SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM	MAY 1999
52.222-3	CONVICT LABOR	AUG 1996
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	FEB 2001
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-24	AFFIRMATIVE ACTION COMPLIANCE	APR 1984
52.222-29	NOTIFICATION OF VISA DENIAL	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.229-8	TAXES-FORENTI COST REIMBURSEMENT CONTRACTS	MAR 1990
52.232-17	INTEREST	JUN 1996
52.232-21	LIMITATION OF COSTS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	DEC 1998
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.236-24	WORK OVERSIGHT IN ARCHITECT -ENGINEER CONTRACTS	APR 1984
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-2	PRODUCTION PROGRESS REPORTS	APR 1991
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE II (APR 1984)	AUG 1987
52.243-5	CHANGES AND CHANGED CONDITIONS	APR 1984
52.244-2	SUBCONTRACTS ALTERNATE II (AUG 1998)	AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	MAY 2001
52.244-4	SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS (ARCHITECT-ENGINEER SERVICES) GOVERNMENT PROPERTY - COST REIMBURSEMENT, TIME-AND MATERIAL, OR LABOR-HOUR CONTRACTS)	AUG 1998 JAN 1986

52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME AND MATERIALS, OR LABOR HOUR CONTRACTS)	JAN 1986
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JAN 1997
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	JUN 1997
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT	JUN 1997
52.248-1	VALUE ENGINEERING	NOV 1999
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

AIDAR 48 CFR Chapter 7

752.202-1	DEFINITIONS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.226-2	SUBCONTRACTING WITH DISADVANTAGED ENTERPRISE	APR 1997
752.226-3	LIMITATIONS ON SUBCONTRACTING	JUN 1993
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR 1993
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7004	EMERGENCY LOCATOR INFORMATION	JUL 1997
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 1996
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7025	APPROVALS	APR 1984
752.7027	PERSONNEL	DEC 1990
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991

I.2 52.232-25 PROMPT PAYMENT (MAY 2001)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101 and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days,

unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments

(1) Due Date.

(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received.

Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

- (ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.
- (3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraph (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.
 - (i) Name and address of the Contractor.
 - (ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)
 - (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
 - (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
 - (v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
 - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
 - (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
 - (viii) Any other information or documentation required by the contract (such as evidence of shipment).
 - (ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

- (4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.
- (i) A proper invoice was received by the designated billing office.
 - (ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.
 - (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.
- (5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.
- (i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government

officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

- (ii) The following periods of time will not be included in the determination of an interest penalty:
 - (A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).
 - (B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.
 - (C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.
- (iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.
- (iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.
- (6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.
- (7) Additional interest penalty.
 - (i) a penalty amount, calculated in accordance with paragraph (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--
 - (A) Is owed an interest penalty of \$1 or more;
 - (B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and
 - (C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

- (ii) (A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--
 - (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
 - (2) Attach a copy of the invoice on which the unpaid late payment interest was due; and
 - (3) State that payment of the principal has been received, including the date of receipt.
- (B) Demands must be postmarked on or before the 40th day after payment was made, except that--
 - (1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or
 - (2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.
- (iii) (A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--
 - (1) The additional penalty shall not exceed \$5,000;
 - (2) The additional penalty shall never be less than \$25; and
 - (3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.
- (B) If the interest penalty ceases to accrue in accordance with the limits stated in paragraph (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in paragraph (a)(7)(iii)(A) of this clause.
- (C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

- (D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).
- (b) Contract financing payments--
 - (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.
 - (2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.
 - (3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.
- (c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

I.3 AIDAR 752.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS

- (a) It is the policy of the United States that small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women.
- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (c) Definitions. As used in this contract
 - (1) Small business concern means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

- (2) HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- (3) Small business concern owned and controlled by socially and economically disadvantaged individuals and small disadvantaged business concern mean a small business concern that represents, as part of its offer that--
 - (i) It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;
 - (ii) No material change in disadvantaged ownership and control has occurred since its certification;
 - (iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104 (c)(2); and
 - (iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).
- (4) Small business concern owned and controlled by women means a small business concern--
 - (i) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (ii) Whose management and daily business operations are controlled by one or more women.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women.

USAID small business provision. To permit USAID, in accordance with the small business provisions of the Foreign Assistance Act, to give small business firms an opportunity to participate in supplying equipment supplies and services financed under this contract, the Contractor shall, to the maximum extent possible, provide the following information to the Office of Small and Disadvantaged Business Utilization (OSDBU), USAID, Washington, DC 20523-1414, at least 45 days prior to placing any order in excess of the simplified acquisition threshold except where a shorter time is requested of, and granted by OSDBU:

- (1) Brief general description and quantity of commodities or services;
- (2) Closing date for receiving quotations or bids; and
- (3) Address where invitations or specifications may be obtained.

**I.4 USAIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS
(JAN 1990)**

Prior written approval by the Contracting Officer is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the Contracting Officer an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advanced of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The Contracting Officer's prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the Contracting Officer, of planned travel, identifying the travelers and the dates and times of arrival.

I.5 COMMUNICATIONS PRODUCTS (OCT 1994)

- (a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.
- (b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions is attached.
- (c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:
 - (1) All communications materials funded by operating expense account funds;
 - (2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.
 - (3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and
 - (4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.
- (d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

I.6 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

- (a) The Contractor shall make the following notifications in writing:

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall--
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.7 52.222-26 EQUAL OPPORTUNITY (FEB 1999)

- (a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- (b) During performance of this contract, the Contractor agrees as follows:
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 601.5.
 - (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to-
 - (i) Employment;

- (ii) Upgrading;
 - (iii) Demotion;
 - (iv) Transfer;
 - (v) Recruitment or recruitment advertising;
 - (vi) Layoff or termination;
 - (vii) Rates of pay or other forms of compensation; and
 - (viii) Selection for training, including apprenticeship.
- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
- (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order

11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of paragraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 601.1.

I.8 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

(a) Definitions. As used in this clause--

"All employment openings" includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

"Appropriate office of the State employment service system," means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

"Positions that will be filled from within the Contractor's organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Veteran of the Vietnam era" means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

- (2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964 and May 7, 1975.

(b) General.

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as --

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings.

- (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.
- (2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all employment openings with the appropriate office of the State employment service.
- (3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may

advise the State system when it is no longer bound by this contract clause.

(d) Applicability.

- (1) This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.
- (2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

(e) Postings.

- (1) The Contractor agrees to post employment notices stating
 - (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and
 - (ii) The rights of applicants and employees.
 - (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.
 - (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam era.
- (f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

[End of Clause]

I.9 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651 et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under

this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

[End of Clause]

I.10 52.230-2 COST ACCOUNTING STANDARDS (APR 1999)

- (a) Unless the contract is exempt under 48 CFR 9903.2011 and 9903.201-2, the provisions of 48 CFR part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall-
- (1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.
 - (2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.
 - (3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR part 9904, in effect on the date of award of this contract or, if the Contractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.
 - (4)
 - (i) (Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to paragraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.
 - (ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of paragraph (a)(4) of this clause; provided that no agreement may be

made under this provision that will increase costs paid by the United States.

- (iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.
- (5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621 of the Internal Revenue Code of 1986 (26 U.S.C. 6621) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.
- (b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).
- (c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.
- (d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$500,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

I.11 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)

For the purpose of administering the Cost Accounting Standards (CAS) requirements under this contract, the Contractor shall take the steps outlined in paragraphs (a) through (g) of this clause:

- (a) Submit to the Contracting Officer a description of any cost accounting practice change, the total potential impact of the change on contracts containing a CAS clause, and a general dollar magnitude of the change which identifies the potential shift of costs between CAS-covered contracts by contract type (i.e., firm-fixed-price, incentive, cost-plus-fixed fee, etc.) and other contractor business activity. As related to CAS-covered contracts, the analysis should identify the potential impact on funds of the various Agencies/Departments (i.e., Department of Energy, National Aeronautics and Space Administration, Army, Navy, Air Force, other Department of Defense, other Government) as follows:
- (1) For any change in cost accounting practices required in accordance with paragraph (a)(3) and subdivision (a)(4)(i) of the clause at FAR 52.230-2, Cost Accounting Standards; or paragraph (a)(3) and subdivisions (a)(4)(i) or (a)(4)(iv) of the clause at FAR 52.230-5, Cost Accounting Standards-Educational Institution; within 60 days (or such other date as may be mutually agreed to) after award of a contract requiring this change.
 - (2) For any change in cost accounting practices proposed in accordance with subdivision (a)(4)(ii) or (iii) of the clauses at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards-Educational Institution; or with paragraph (a)(3) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, not less than 60 days (or such other date as may be mutually agreed to) before the effective date of the proposed change.
 - (3) For any failure to comply with an applicable CAS or to follow a disclosed practice (as contemplated by paragraph (a)(5) at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards-Educational Institution; or by paragraph (a)(4) at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices):
 - (i) Within 60 days (or such other date as may be mutually agreed to) after the date of agreement with the initial finding of noncompliance, or
 - (ii) In the event of Contractor disagreement with the initial finding of noncompliance, within 60 days of the date the Contractor is notified by the Contracting Officer of the determination of noncompliance.
- (b) After an ACO, or cognizant Federal agency official, determination of materiality, submit a cost impact proposal in the form and manner specified by the Contracting Officer within 60 days (or such other date as may be mutually agreed to) after the date of determination of the adequacy and compliance of a change submitted pursuant to paragraph (a) of this clause. The cost impact proposal shall be in sufficient detail to permit evaluation, determination, and negotiation of the cost impact upon each separate CAS-covered contract and subcontract.
- (1) Cost impact proposals submitted for changes in cost accounting practices required in accordance with paragraph (a)(3) and subdivision (a)(4)(i) of the clause at FAR 52.2302, Cost Accounting Standards; or paragraph (a)(3) and subdivisions (a)(4)(i) or (a)(4)(iv) of the clause at FAR 52.2305, Cost Accounting Standards-Educational Institution;

shall identify the applicable standard or cost principle and all contracts and subcontracts containing the clauses entitled Cost Accounting Standards or Cost Accounting Standards-Educational Institution, which have an award date before the effective date of that standard or cost principle.

- (2) Cost impact proposals submitted for any change in cost accounting practices proposed in accordance with subdivisions (a)(4)(ii) or (iii) of the clauses at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards-Educational Institution; or with paragraph (a)(3) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices; shall identify all contracts and subcontracts containing the clauses at FAR 52.230-2, Cost Accounting Standards, FAR 52.230-5, Cost Accounting Standards-Educational Institution, and FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices.
- (3) Cost impact proposals submitted for failure to comply with an applicable CAS or to follow a disclosed practice as contemplated by paragraph (a)(5) of the clauses at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards-Educational Institution; or by paragraph (a)(4) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, shall identify the cost impact on each separate CAS covered contract from the date of failure to comply until the noncompliance is corrected.
- (c) If the submissions required by paragraphs (a) and (b) of this clause are not submitted within the specified time, or any extension granted by the Contracting Officer, an amount not to exceed 10 percent of each subsequent amount determined payable related to the Contractor's CAS-covered prime contracts, up to the estimated general dollar magnitude of the cost impact, may be withheld until such time as the required submission has been provided in the form and manner specified by the Contracting Officer.
- (d) Agree to appropriate contract and subcontract amendments to reflect adjustments established in accordance with paragraphs (a)(4) and (a)(5) of the clauses at FAR 52.230-2 and 52.230-5; or with paragraphs (a)(3) or (a)(4) of the Disclosure and Consistency of Cost Accounting Practices clause at FAR 52.230-3.
- (e) For all subcontracts subject to the clauses at FAR 52.230-2, 52.230-3, or 52.230-5-
 - (1) So state in the body of the subcontract, in the letter of award, or in both (self-deleting clauses shall not be used);
 - (2) Include the substance of this clause in all negotiated subcontracts; and
 - (3) Within 30 days after award of the subcontract, submit the following information to the Contractor's cognizant contract administration office for transmittal to the contract administration office cognizant of the subcontractor's facility:
 - (i) Subcontractor's name and subcontract number.
 - (ii) Dollar amount and date of award.
 - (iii) Name of Contractor making the award.

- (f) Notify the Contracting Officer in writing of any adjustments required to subcontracts under this contract and agree to an adjustment, based on them, to this contract price or estimated cost and fee. This notice is due within 30 days after proposed subcontract adjustments are received and shall include a proposal for adjusting the higher tier subcontract or the prime contract appropriately.
- (g) For subcontracts containing the clauses at FAR 52.2302 or 52.230-5, require the subcontractor to comply with all Standards in effect on the date of award or of final agreement on price, as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, whichever is earlier.

(End of clause)

I.12 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment.

- (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
 - (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

- (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by . If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).
- (2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment.
 - (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
 - (2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.
- (e) Liability for uncompleted or erroneous transfers.
 - (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--
 - (i) Making a correct payment;
 - (ii) Paying any prompt payment penalty due; and
 - (iii) Recovering any erroneously directed funds.
 - (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--
 - (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.
- (j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.
 - (1) The contract number (or other procurement identification number).
 - (2) The Contractor's name and remittance address, as stated in the contract(s).
 - (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
 - (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
 - (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
 - (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
 - (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment

if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

I.13 52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)

- (a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.
- (b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).
- (c) Designated Office:

Name: Office of Financial Management

Mailing Address:
USAID Office Building
Plot 1/A Off El-Laselki Street
New Maadi, Cairo
Postal Code #11435

Telephone Number: 011(20-2)522-7350

Person to Contact: Ms. Lucy Zakhary

Electronic Address: lzakhary@usaid.gov

I.14 NOTIFICATION OF CHANGES

In accordance with FAR 52.243-7, Notification of Changes, the Contractor shall notify the Contracting Officer in writing promptly, within 90 calendar days from the date that the Contractor identifies any Government conduct that the Contractor regards as a change to the contract terms and conditions. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing.

[End of Clause]

I.15 752.245-70 GOVERNMENT PROPERTY -- USAID REPORTING REQUIREMENTS

The term "Government furnished property" wherever it may appear in the following clause, shall mean (1) non-expendable personal property owned by or leased to the U.S. Government and furnished to the contractor and (2) personal property furnished either prior to or during the performance of this contract by any U.S. Government accountable officer to the contractor for use in connection with performance of this contract and identified by such officer as accountable. The

term "government property", wherever it may appear in the following clause, shall mean government-furnished property and non-expendable personal property title to which vests in the U.S. Government under this contract. Non-expendable property, for purposes of this contract, is defined as property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500.

Reporting Requirement: to be inserted following the text of the FAR clause.

Reporting Requirements: The contractor will submit an annual report on all non-expendable property in a form and manner acceptable to USAID substantially as follows:

ANNUAL REPORT OF GOVERNMENT PROPERTY
IN CONTRACTOR'S CUSTODY

(Name of Contractor)

As of (End of Contract Year), 19xx

Motor Vehicles	Furniture and furnishings-- Office Living quarters	Other non-expendable property
<hr/>		
A. Value of property as of last report.		
B. Transactions during this reporting period.		
1. Acquisitions (add):		
a. Purchased by contractor 1/		
b. Transferred from USAID 2/		
c. Transferred from others-- Without reimbursement 3/		
2. Disposals (deduct):		
a. Returned to USAID		
b. Transferred to USAID-Contractor Purchased		

- c. Transferred to
other Government
agencies 3/
- d. Other disposals 3/
- C. Value of property as
of reporting date.
- D. Estimated average
age of contractor
held property

Years	Years	Years
-------	-------	-------

PROPERTY INVENTORY VERIFICATIONS

I attest that (1) physical inventories of Government property are taken not less frequently than annually; (2) the accountability records maintained for Government property in our possession are in agreement with such inventories; and (3) the total of the detailed accountability records maintained agrees with the property value shown opposite line C above, and the estimated average age of each category of property is as cited opposite line D above.

Authorized Signature.

[End of Clause]

I.16 52.245-71 TITLE TO AND CARE OF PROPERTY (APR 1984)

- (a) Title to all non-expendable property purchased with contract funds under this contract and used in the Cooperating Country, shall at all times be in the name of the Cooperating Government, or such public or private agency as the Cooperating Government may designate, unless title to specified types or classes of non-expendable property is reserved to USAID under provisions set forth in the schedule of this contract; but all such property shall be under the custody and control of Contractor until the owner of title directs otherwise, or completion of work under this contract or its termination, at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guaranties and warranties obtained from suppliers shall be taken in the name of the title owner. (Non-expendable property is property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of \$500 or more.
- (b) Contractor shall prepare and establish a program, to be approved by the Mission, for the receipt, use, maintenance, protection, custody, and care of non-expendable property for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program.

- (c) (1) For non-expendable property to which title is reserved to the U.S. Government under provisions set forth in the schedule of this contract, Contractor shall submit an annual report on all non-expendable property under its custody as required in the clause of this contract entitled "Government Property".
- (2) For non-expendable property titled to the Cooperating Government, the Contractor shall, within 90 days after completion of this contract, or at such other date as may be fixed by the Contracting Officer, submit an inventory schedule covering all items of non-expendable property under its custody, which have not been consumed in the performance of this contract. The Contractor shall also indicate what disposition has been made of such property.

I.17 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (OCT 1997)

- (a) Contract Reports and Information/Intellectual Products.
 - (1) The Contractor shall submit to PPC/CDIE/DI copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540, section E540.5.2b(3). Information may be obtained from the Cognizant Technical Officer (CTO).

These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit to PPC/CDIE/DI copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.
 - (2) Upon contract completion, the contractor shall submit to PPC/CDIE/DI an index of all reports and information/ intellectual products referenced in paragraph (a)(1).
- (b) Submission requirements.
 - (1) Distribution.
 - (i) The contractor shall submit contract reports and information/intellectual products (referenced in paragraph (a)(1) above) in electronic format and hard copy (one copy) to U.S. Agency for International Development, PPC/CDIE/DI, Attn: ACQUISITIONS, Washington D.C. 20523 at the same time submission is made to the CTO.
 - (ii) The contractor shall submit the reports index referenced in paragraph (a)(2) above and any reports referenced in paragraph (a)(1) above that have not been previously submitted to PPC/CDIE/DI, within 30 days after completion of the contract to the address cited in paragraph (b)(1)(i) above.

(2) Format.

- (i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.
- (ii) The hard copy report shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.
- (iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the hard copy submitted.
- (iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, ASCII, and Portable Document Format (PDF). Submission in Portable Document Format is encouraged.
- (v) The electronic document submission shall include the following descriptive information:
 - (A) Name and version of the application software used to create the file, e.g., WordPerfect Version 6.1 or ASCII or PDF.
 - (B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.
 - (C) Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

[END OF SECTION I

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
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ATTACHMENT 1 - IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

ATTACHMENT 2 - USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

please locate the form at

http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 3 - SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

please locate the form at

http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 4 - SF 254 - ARCHITECT-ENGINEER AND RELATED SERVICES QUESTIONNAIRE

Please locate the form at

http://www.usaid.gov./procurement_bus_opp/procurement/forms/

ATTACHMENT 5 - SF 255 - ARCHITECT-ENGINEER AND RELATED SERVICES QUESTIONNAIRE
FOR SPECIAL PROJECTS

Please locate the form at

http://www.usaid.gov./procurement_bus_opp/procurement/forms/

ATTACHMENT 6
INVENTORY

ATTACHMENT 7
GUIDELINE FOR QUARTERLY PERFORMANCE REPORTS

[END OF SECTION J

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.203-11	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991

K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[] TIN: . _____

[] TIN has been applied for.

[] TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

K.3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery,

falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(D) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.4 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street (street address, city, state, county, code)	Name and address of owner and operator of the plant or facility if other than offeror or respondent

K.5 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:
_____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.6 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)

(a) Definition.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

[] (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

[] (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

K.7 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.8 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.9 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)

NOTE:

This notice does not apply to small businesses or foreign governments.

This notice is in three parts, identified by Roman numerals I through III.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or
Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[] (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[] (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[] (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90 day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201- 2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror

further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES

☐ NO

K.10 INSURANCE - IMMUNITY FROM TORT LIABILITY

The offeror represents that it ☐ is, ☐ is not a State agency or charitable institution, and that it ☐ is not immune, ☐ is partially immune, ☐ is totally immune from tort liability to third persons.

K.11 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract) and ☐ agrees to the terms and conditions set forth therein; or ☐ has the following exceptions (continue on a separate attachment page, if necessary):

K.12 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d)(i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has ☐ has not ☐ submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

K.13 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. _____

Offer/Proposal No. _____

Date of Offer _____

Name of Offeror_____

Typed Name and Title_____

Signature_____ Date_____

[END OF SECTION K

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://arnet.gov/far/>

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999

L.2 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)

(a) Definitions. As used in this provision-

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals

shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

- (2) The first page of the proposal must show-
 - (i) The solicitation number;
 - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, revision, and withdrawal of proposals.
 - (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
 - (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
 - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel. (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and

urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.2155, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-
 - (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
 - (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) Contract award.
 - 1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and sub factors in the solicitation.
 - 2) The Government may reject any or all proposals if such action is in the Government's interest.

- 3) The Government may waive informalities and minor irregularities in proposals received.
- 4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- 5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- 6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- 7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- 8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- 9) If a cost realism analysis is performed, the source selection authority in evaluating performance or schedule risk may consider cost realism.
- 10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- 11) The Government may disclose the following information in post award debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a single (Cost Plus Fixed Fee) term contract resulting from this solicitation.

L.4 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the

Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Ms. Celeste Fulgham

Hand-Carried Address:

Office of Procurement
US Agency for International Development
USAID/EGYPT
Plot 1/A off El-Laselki Street
New Maadi, Cairo, Egypt 11435

Mailing Address:

Office of Procurement
US Agency for International Development
USAID
UNIT 64902
APO AE 09839-4902

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 GENERAL INSTRUCTIONS TO OFFERORS

This procurement will be conducted in two phases. Phase I will consist of the submission of SF-254 (Architect-Engineer and Related Services Questionnaire) and SF- 255 (Architect-Engineer and Related Services Questionnaire for Specific Project). The SF-254 and SF-255 will be evaluated in accordance with the criteria in Section M.2. Based on the ratings of each proposal against all evaluation criteria, the Contracting Officer shall establish a competitive range comprised of all of the most highly rated proposals.

Those offerors that are included in the competitive range will be invited to participate in Phase II of the procurement. Phase II will consist of oral presentations that will be conducted by the offeror before the Technical Evaluation Committee. Each offeror will be evaluated against the criteria set forth in Section M.4. It is anticipated that site visits will be scheduled for the second week of January with presentations to be held in the first week of February. Each offeror will be assigned a specific date and time to provide its oral presentation. The number of presenters on a team will be limited to 3 personnel and one non-participating technical person to operate audio-visual equipment. The presentations will be limited to 3 hours. Handouts to the Technical Evaluation Committee will be limited to what is presented during the 3 hours. NO additional material may be provided to augment the presentation. No cost or price information is to be included in the oral presentation.

Each offeror that has made an oral presentation will be requested to submit its final cost proposal as outlined below, three calendar days after completion of oral presentations.

USAID/Egypt reserves the right to audio- or video-tape the presentation.

L.6 SUBMISSION OF PROPOSALS

The offeror should submit one original and six copies of the SF-254 and SF-255 and one original and three copies of the cost proposal either:

- (i) via regular mail - however the issuing office does not receive international mail on a daily basis. All mail is subject to US Embassy electronic imagery scanning methods, physical inspection, and is not date and time stamped prior to receipt by USAID and the Contracting Officer; or
- (ii) hand delivery (including commercial courier) to the issuing office.

L.7 SUBMISSION OF ALTERNATE PROPOSALS

All offerors shall submit a proposal directly responsive to the terms and conditions of this RFP. If an offeror chooses to submit an alternate proposal, they must, at the same time, submit a proposal directly responsive hereto for any alternate to even be considered.

L.8 GOVERNMENT OBLIGATION

The US Government is not obligated to make an award or to pay for any costs incurred by the offeror in preparation of a proposal in response hereto.

L.9 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

Consulting engineering firms are expected to demonstrate the following information, which will be used for the evaluation process: (a) extensive experience and capability in wastewater treatment systems for large metropolitan areas that include studies, consultation, conceptual design, specifications and drawings, contracting for construction services and implementation services, and final designs; (b) management capability, workload capacity and financial resources; (c) similar services and work experience within the past five years in the Middle East and/or Egypt and/or similar developing country environment. USAID requests that interested consulting engineering firms submit one original and six copies of completed US Government standard forms (SF) 254, "Architect-Engineer (A-E) and Related Services Questionnaire" and SF 255, "A-E and Related Services Questionnaire for Specific Projects". The firm's current financial statement and an affirmative statement that the firm can meet USAID's nationality and source regulations must also be submitted. Copies of interested firm's brochures and annual reports may also be of value in presenting the firm's qualifications. If joint ventures seek prequalifications, information must be supplied for all firms in the venture. Consultant's data will be verified

L.10 INSTRUCTIONS REGARDING KEY PERSONNEL

The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

L.11 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

STAFFING AND MANAGEMENT APPROACH

- (a) The Offeror shall identify the key personnel for each component of the contract. For those professional personnel whose information was not included in the pre-qualification application, the Offeror shall provide each individual's curriculum vitae as well as USAID's Contractor Biographical Data Form (AID 1420-17) indicating experience specifically related to this contract and its working environment. The schedule should clearly show the required level of effort needed (in detailed form and in summary as below) to implement the project from July 1, 2002 through the anticipated end date of the contract, September 30, 2005. Offerors are encouraged to use locally recruited staff, technical advisors or subcontractors for work where the local person or firm is particularly well-qualified for that element of the work.

*In addition to the LOE detailed breakdown, please provide the LOE by the following summary:

Home Office LOE
(those physically located in the US)
Expatriate Long-Term Professional LOE
Expatriate Short-Term Professional LOE
Local Long-Term Professional LOE
Local Short-Term Professional LOE

(Long Term is defined as exceeding 12 consecutive months.)

- (b) The Offeror shall include an organizational chart delineating lines of authority for the key positions and major staff resources. In addition, a general staffing plan is required to show all anticipated positions, expertise and skills categories, nationality, location of assignment and affiliation.
- (c) The management plan must clarify working relationships between individual team members, field and home office working arrangements, the internal decision-making process, planned working relationships with all involved parties (such as USAID, NOPWASD, the Construction Contractor,), fiscal management, approval and reporting process, program quality control and monitoring, scheduling and priority setting, and plans to assure maximum output from the fixed budget.

BUDGET FIGURES AND NOTES

- (a) Supporting information should be provided in sufficient detail to allow a complete analysis of each line item cost. This is to include a complete breakdown of the cost elements associated with each line item and those cost associated with any proposed subcontract.

In addition to the detailed budget, an illustrative list of contract line items is provided below. They may be revised as appropriate.

Site

Mansoura

Nuweiba

Luxor

Kom Ombo

Darawo

Nasr City

Subtotal

Fee

Total

- (b) Justification for use of local subcontractors whose subcontracts exceed \$250,000. See local procurement in 22CFR228, USAID's codified rules and regulations for Source, Origin and Nationality.
- (c) A copy of the Offeror's personnel policies in effect at the time the offer is submitted. (only one copy required)
- (d) A copy of the Offeror's travel policies in effect at the time the offer is submitted. (only one copy required)
- (e) Completed Section K for prime and all proposed subcontractors above \$500,000.
- (f) tification for fee for prime and subcontractors
- (g) All local expenditures (including salaries on bio-data sheets for CCNs) must appear in local currency. A separate column using the current exchange rate should be included to indicate the dollar equivalent.

[END OF SECTION L

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION CRITERIA

Technical, cost and other factors will be evaluated relative to each other, as described herein.

- (a) A technical evaluation committee using the criteria shown in this Section will score the technical proposal.
- (b) The cost proposal will be scored by the method described in this Section.
- (c) The criteria below are presented by major category, with relative order of importance, so that offerors will know which areas require emphasis in the preparation of proposals. The criteria below reflect the requirements of this particular solicitation.

Offerors should note that these criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which offerors should address in their proposals.

M. 2 EVALUATION CRITERIA FOR PHASE I (Review of SF-254 and SF 255)

- (1) Specialized experience of the firm with the type of service required (15%),
- (2) Capacity of the firm to perform the work within the time limitations (10%),
- (3) Past record of performance on contracts with USAID or other Government agencies and private industry with respect to such factors as control of costs, quality of work, and ability to meet schedules (20%),
- (4) Ability to assign an adequate number of qualified key personnel from the organization, including a competent supervising representative having considerable experience in responsible positions on work of a similar nature (20%),
- (5) The portions of the work the architect-engineer is able to perform with its own forces when required and its previous experience with proposed subcontractors. (10%),
- (6) Familiarity with the locality where the project is situated (15%),
- (7) Financial capacity (10%),
- (8) Responsibility of the architect-engineer under standards provided in FAR subpart 9.1. (Pass/Fail),

M.3 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

- (a) The competitive range of offerors with whom negotiation will be conducted (if necessary) will be determined by the Contracting Officer based on the above technical, and will be comprised of all offerors whose proposals are determined to have a reasonable chance of being selected for award.

- (b) In accordance with FAR 52.215-16, and as set forth in Section L of this solicitation, award will be made by the Contracting Officer to the responsible offeror whose proposal, conforming to the solicitation, is most advantageous to the Government, and the above technical and cost factors considered. The Contracting Officer will use the evaluation criteria set forth above as a guide in determining which proposals will be most advantageous to the Government.

M.4 EVALUATION CRITERIA FOR PHASE II (Oral Presentation)

- (1) Understanding of the concept of the project (25 points)

What is the firm's understanding of the concept and objectives of the ongoing project including Operations, Maintenance and Training activities? What are the most critical factors that would enhance or adversely affect the achievement of these objectives? Given the fact that a CMC is currently in place, what approach will your firm use to successfully manage the transition and complete the work on schedule? Enumerate your firm's perception of potential problems arising during the transition period. How does your firm anticipate resolving such problems?

- (2) Roles and Responsibilities: (20 points)

Explain your firm's understanding of the role and duties of a Construction Management Services contractor (CMC) as defined under FIDIC in managing host country construction contract(s) with U.S. contractors. Explain your firm's familiarity and knowledge of USAID policies, rules and regulations governing host country contracting. Also explain your firm's knowledge, in completing necessary re-design, and expertise in preparation of change orders, and contract amendments. What are your firm's plans/suggestions for innovative methods to expedite the process of preparing these documents (for example outsourcing preparation of these or other legal documents)? Explain your firm's understanding of the roles and responsibilities of USAID, CMC, NOPWASD and the construction contractor throughout the contract duration? What methods will your firm use to effectively manage conflicts that may arise and fall within the purview of the CMC responsibilities? Explain your firm's understanding of the roles and responsibilities regarding OM&T activities.

- (3) Past performance: (20 points)

Give examples relevant to this procurement, using past record of performance on contracts with USAID or other U.S. Government agencies and/or private industry with respect to such factors as control of costs, quality of work, and ability to meet schedules, to the extent such information is available within the past five years. Do you envision any challenging issues that may affect the contract's cost? If any, explain what and provide your suggestions for controlling them. In addition, share lessons learned with regard to cultural differences and challenges faced in the work environment and how you propose to approach them under this activity. Describe your firm's experience in mitigating claims. If applicable, describe how your firm has managed previous transitions when assuming CMC responsibilities for ongoing construction contracts.

- (4) Qualification of Personnel, and Team Organization: (20 points)

Explain the most important factors in a team organization. What impact will the transition from the existing ongoing construction contracts to their completion phase have on the team organization, assignment and composition of key and other personnel? What are your firm's plans for arrangement of field offices, number of expatriates and local hired personnel assigned in each field office(s) and your proposed distribution of responsibilities? Demonstrate the applicable qualifications and strengths of your firm's proposed personnel.

(5) Time and Task Schedule: (10 points)

Demonstrate the capacity of your firm to perform the work (including any specialized services) within the time limitations. Include your firm's understanding of the critical time constraints of this project and any proposed actions to successfully complete the ongoing contract within the time limits.

(6) Collaboration with GOE, Contractors and USAID Officials: (5 points)

Explain the division of roles between the CMC and its proposed subcontractors. Explain the firm's policies, methods and procedures to ensure effective communication and collaboration with NOPWASD, contractors and USAID officials? What are the most important actions required and how will the contractor work with the officials to assist them in carrying out these actions? What other GOE agencies will be involved? What are the team's plans for dealing with these agencies?

M.5 EVALUATION OF COST

All evaluation factors other than cost or price, when combined, are approximately equal to cost or price.
The proposed cost or price must be considered reasonable and reflect the proposed technical approach.

The total price or cost proposed will be evaluated as follows:

$$[(\text{Cost Realism} = 10 \text{ points}) + (\text{Cost Management} = 10 \text{ points})] \times 5$$

It is not expected that final revised proposals will be requested. Offerors should put forth their best effort with the initial cost submission.

M.6 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES

USAID encourages the participation of small business concerns and disadvantaged enterprises in this project, in accordance with FAR Part 19 (48 CFR Chapter 1), and AIDAR Part 726 (48 CFR Chapter 7). Accordingly, every reasonable effort will be made to identify and make use of such organizations. All evaluation criteria being found equal, the participation of such organizations may become a determining factor for selection.

[END OF SECTION M]

ATTACHMENT 1
IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

The USAID Geographic Code Book sets forth the official description of all geographic codes used by USAID in authorizing or implementing documents, to designate authorized source countries or areas. The following are summaries of the principal codes:

(a) Code 000--The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.

(b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Afghanistan, Libya, Vietnam, Cuba, Cambodia, Laos, Iraq, Iran, North Korea, Syria and People's Republic of China.

(c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.

(d) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia*, Malta, Moldova, Monaco, Mongolia, Montenegro*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

* Has the status of a "Geopolitical Entity", rather than an independent country.

Guideline For Quarterly Performance Reports

Contractor _____
Contract No. _____
Reporting Period _____ to _____

SECTION I - CONTRACTORS REPORT

Section I, which the contractor prepares, consists of two parts. The first part is a narrative of progress on major activities and the second part requires data entry only.

A. Narrative

The narrative should cover each of the five elements described below. Of particular interest are issues regarding timeliness, technical quality and cost-effectiveness of each of the activities in progress. Element # 5 provides the opportunity to draw attention to possible problems or to adjustments which would enhance the delivery of the services being provided.

1. Background: Describe briefly the overall contract final objectives in terms of level of effort, if appropriate, and total estimated cost needed to accomplish objective. Do not exceed a paragraph.
2. Expected Results: Summarize the specific results expected at conclusion of contract. This may require a short paragraph to summarize each expected result.
3. a. Current Activities: Describe briefly each of the major activities in process during current quarter as found in work plans and/or contract. A sentence on each activity should be sufficient.
3. b. Current Subcontracting Activities: Describe briefly each subcontracting activity and identify the subcontractor. A sentence on each subcontracting activity should be sufficient.
4. Performance: For each of the activities described in number 3.a. and 3.b. above, state whether on-target or not, and comment, particularly in terms of comparing actual accomplishments with the objectives, deliverables, or requirements, established for the period, and explain reasons why objectives, deliverables or requirements were not met, as appropriate.
5. Statement of Work: Comment as to whether circumstances have changed which would require modification in any elements of the statement of work.

Level of effort data should be expressed in person months. Financial data may be an estimated amount and can be rounded to the nearest thousandth.

B. Administrative Information:

Contract Data:	Total Level of Effort*	_____	P/M
	Total Estimated Cost \$	_____	
1.	Level of effort (last three months)*	_____	P/M
2.	Cumulative level of effort*	_____	P/M
3.	Unused level of effort*	_____	P/M
4.	Expenditures (last three months)	\$ _____	
5.	Cumulative expenditures to date	\$ _____	
6.	Remaining unexpended balance	\$ _____	

*Applies to level of effort contracts only.

The cognizant project officer, acting in his/her capacity as the contract officer's technical representative as specified in the contract agreement, will complete section II and pass his/her comments on to the cognizant contracting officer. The project officer will acknowledge receipt and provide feedback as appropriate, to the contractor using established communication channels.

SECTION II - PROJECT OFFICER'S COMMENTS

1. Comment on contractor's technical performance (quality of technical assistance, professional services, and/or products) and provide examples, if appropriate.
2. Comment on contractor's administrative performance (timeliness in meeting schedules and/or delivering materials/products) during the quarter and give example(s), if appropriate.
3. Comment on contractor's management (cost-effectiveness, quality of communication with staff and with USAID) for the quarter and provide examples as appropriate.
4. React to contractor's assessment of performance regarding any of the activities/deliverables described in section I.A. no. 4 above.
5. Note areas for potential contractor improvement regarding management/provision of any services related to the activities/deliverables and/or specific contract results.

Project Officer/Office Symbol. _____ Date: _____

The cognizant Contract Officer personnel will complete Section III in consultation with the cognizant project officer and mutually agree on any actions that need to be taken. Feedback should be given to the contractor within five working days.

SECTION III - CONTRACT OFFICE'S COMMENT

1. Comment on any areas of concern particularly regarding Contractor's response to questions 4 and 5 in Section I above and Project Office's response to question 3 in Section II above.
2. Identify actions to support, correct, or improve contractor's performance (show-cause notice, cure notice, contract modification, incremental funding, technical direction to contractor, approvals and/or clearances, interpretations of statement of work or adjustments in work plans, feedback to contractor regarding performance and/or deliverables) that need to be taken and indicate action officer and due date.

Contract Officer/Office Symbol: _____ Date _____

Attachment No. 6
 CAMP DRESSER & McKEE INTERNATIONAL INC.
 Egypt Utilities Management/Alexandria
 Results Package RP 263-0270.02
 Vehicle's List

Vehicle Model	Vehicle Serial No.	Year of Purchase	License Plate Number	Location	Custom Status	Amount in US\$
Van Chevrolet	1 GAGG35 Y XSF 205893	1995	1992 Private Giza Bus	Cairo	Permanent Release	Provided by USAID
Van Ford Aerostar	1 FMD A 31X 7 SZB 46983	1995	104612 Private Giza	Cairo	Permanent Release	Provided by USAID
Van Ford Aerostar	1 FMD A 31X 2 SZB 36019	1995	307428 Private Giza	Cairo	Permanent Release	Provided by USAID
Van Ford Aerostar	1 FMD A 31X 0 SZB 46986	1995	307429 Private Giza	Cairo	Permanent Release	Provided by USAID
Jeep Cherokee	1 J4F J28H0 SL 664033	1995	102692 Private Giza	Cairo	Permanent Release	Provided by USAID
Jeep Cherokee	1 J4F J28H9 SL 664029	1995	102949 Private Giza	Mansoura	Permanent Release	Provided by USAID
Jeep Cherokee	1 J4F J28H1 SL 664025	1995	103125 Private Giza	ASWAN	Permanent Release	Provided by USAID
Jeep Cherokee	1 J4F J28H3 SL 664026	1995	103190 Private Giza	ASWAN	Permanent Release	Provided by USAID
Jeep Cherokee	1 J4F J28H8 SL 664023	1995	103272 Private Giza	Mansoura	Permanent Release	Provided by USAID

Furniture 's List

AID Invoice No.	Qty	Item	Description	Unit Price in LE	Total Price in LE	Current Status
1	15	Book case	High bookcase 2 glass,2 wooden doors	1,850.00	27,750.00	
1	4	Chairs	High back Hydrolic chairs	995.00	3,980.00	
1	3	Chairs	Low back Hydrolic chairs	895.00	2,685.00	
1	8	Chairs	Low back Hydrolic chairs	720.00	5,760.00	
1	12	Chairs	Small chairs on 4 legs lux	210.00	2,520.00	
1	9	Computer unit	Computer unit	750.00	6,750.00	
1	17	Desk	Dimensione - 160x80cm	795.00	13,515.00	6 w/ NOPWASD
1	5	Desk	Dimensione - D.20 160x80cm	795.00	3,975.00	
1	3	Desk	Dimensione - 180x90cm	1,020.00	3,060.00	
1	1	Desk	Dimensione - 180x90cm	1,780.00	1,780.00	
1	1	Meeting table	220x110cm	1,860.00	1,860.00	1 w/ NOPWASD
1	1	Refrigerator		817.15	817.15	
1	3	Side disk table	108x55cm	510.00	1,530.00	
2	1	Chair	Low back swivel/arms Lux	455.00	455.00	Mansoura Office
2	4	Chair	Fixed chair on S shap & Arms	390.00	1,560.00	4 w/ NOPWASD
2	1	Desk	Dimension - 140x80	750.00	750.00	Mansoura Office
2	1	Drawer	Dimension - Set of 3 drawer	695.00	695.00	Mansoura Office
2	1	High Bookcase	Dimension - 2 glass doors	1,850.00	1,850.00	Mansoura Office
2	1	Table	Meeting table 110x110	1,105.00	1,105.00	Mansoura Office
3	1	Chair	Secretarial Chair	350.00	350.00	Maadi Office
4	1	Low Bookcase	Dimension - With 2 wooden doors	980.00	980.00	Maadi Office
4	1	Secretary Chair	Dimension - Med Back Leather	615.00	615.00	Maadi Office
4	1	Side table	Dimension - 75x55	475.00	475.00	
5	1	Book shelve	200x190	700.00	700.00	Aswan Office
5	1	Chair	Manager Chair	650.00	650.00	Aswan Office
5	1	Chair	Waiting Chair	375.00	375.00	Aswan Office
5	4	Chairs	Director low back chairs/Lux Leather	895.00	3,580.00	1 w/ NOPWASD
5	2	Chairs	Ideal - Mod. 250	259.00	518.00	Delivered to Local client
5	8	Chairs	Ideal - Mod. 142	64.00	512.00	Delivered to Local client
5	4	Chairs	Guest chairs	35.00	140.00	Aswan Office

5	10	Chairs	Small chair on 4 legs Lux	240.00	2,400.00	
5	5	Desk	Dimensione - 140x80	750.00	3,750.00	4 w/ NOPWASD
5	2	Desk	Ideal	425.00	850.00	Delevered to Local client
5	2	Desk	160x80 With 3 drawers	500.00	1,000.00	Aswan Office
5	1	Meeting table	Ideal - Mod. 41/92	624.00	624.00	Delevered to Local client
5	1	Meeting table	180x90	250.00	250.00	Aswan Office
5	3	Set of 3 drawer	Dimension	695.00	2,085.00	
5	1	Side table for fax	Side table for fax	200.00	200.00	Aswan Office
5	2	Small Tables	Ideal	102.00	204.00	Delevered to Local client
5	1	Table for Photocopier	Table for Photocopier	100.00	100.00	Aswan Office
6	2	Shelves	Wooden - 90x105cm	200.00	400.00	
6	1	Wood cabinet	50x40x50cm	200.00	200.00	
6	1	Wood cabinet	55x60x80cm	450.00	450.00	
6	1	Wood cabinet	178x55x75cm	900.00	900.00	
7	2	Chair	Kitchen Chairs	58.00	116.00	2 w/ NOPWASD
7	6	Chairs	Chairs for drivers	185.00	1,110.00	6 w/ NOPWASD
8	8	Map holder tables	40x7.5cm/6cm - plywood	130.00	1,040.00	
10	5	Computer tables	Carpenter - 80x40x70 - 1 shelve	500.00	2,500.00	
10	4	Map holder tables	40x7.5cm/6cm - plywood	130.00	520.00	
11	8	Cabinets for drivers	60Hx42cmx30	150.00	1,200.00	
11	1	Caboried for Portor		250.00	250.00	
11	5	Computer tables	Dimension - 80x40x70 - 2 shelves	675.00	3,375.00	
11	2	Garden benches	Garden	150.00	300.00	
11	1	High Bookcase	Carpenter - 2 glass+2 wooden doors	1,500.00	1,500.00	
11	1	High Bookcase	Carpenter - Open - 3 shelves	650.00	650.00	
11	1	Low Bookcase	Dimension - Low bookcase - 2 doors	909.00	909.00	
11	1	Office small box	Glass +Locker	175.00	175.00	
11	1	Open filling cabinet	With shelves and lockers	850.00	850.00	1 w/ NOPWASD
11	3	shelves	Driver room shelves	100.00	300.00	
11	4	Shelves & Lockers	Shelves & Lockers	125.00	500.00	
15	1	Large wooden board	Wooden made	850.00	850.00	
15	5	Schelves	Schelves	80.00	400.00	
15	3	Schelves	Schelves	80.00	240.00	
17	5	Book case	Mobica - F 10	680.00	3,400.00	
17	27	Chairs	Mobica - Leather - B868	440.00	11,880.00	27 w/ NOPWASD

17	14	Desk	Mobica 80x140	610.00	8,540.00	16 w/ NOPWASD
17	8	Desk	Mobica 80x160	670.00	5,360.00	6 w/ NOPWASD
17	2	Drawing tables		902.50	1,805.00	1 w/ NOPWASD
17	22	Drawers Units	Mobica - FR 5	655.00	14,410.00	15 w/ NOPWASD
17	1	Lighting table		1,005.00	1,005.00	6 w/ NOPWASD
17	15	Meeting tables	Mobica - TA 1	1,000.00	15,000.00	14 w/ NOPWASD
17	5		Down part of the bookcase	33.00	165.00	
14/CMC		Shelves	Shelves for filing banker boxes		1,651.50	
27/CMC	1	Filing Cabinet	Filing Cabinet - steel - 4 drawer	400.00	400.00	
29/CMC	1	Wooden Book Shelves	Wooden Made Book Shelves 130cmx90cm	1,000.00	1,000.00	
31/CMC	4	Book case	Book case - 153.6x50.2x87.4cm - steel	680.00	2,720.00	
31/CMC	4	Book case, Accessories	done part Book case, Accessories - 4.6x50.2x87.4cm - steel	33.00	132.00	
34/CMC	1	Meeting table	Meeting table 230x116x75cm - TB1	1,236.84	1,236.84	
34/CMC	2	Desk	Desk 150x75x75cm - S150	773.57	1,547.14	
34/CMC	8	Chairs	Chairs- B868/T - 4 legs lux	477.38	3,819.04	
40/CMC	1	Desk	Desk 150x75x75cm - S150	713.00	713.00	
43/CMC	1	Filing Cabinet	Filing Cabinet - steel - 4 drawer	404.00	404.00	
Total				LE 196,678.67		

US\$ Furniture's List

Invoice No.	Qty	Item	Description	Unit Price	Total Price	Maadi Office	Location
11	2	File 10 Drawers Metal	SAF4986TS - SAFCO Metal	1,065.00	2,130.00	2	Reception
11	2	File 7 Drawers Metal	SAF4976TS - SAFCO Metal	870.00	1,740.00	2	Reception
11	2	Metal Base	SAF4997TS - SAFCO Metal	100.00	200.00	2	Reception
11	2	Vertical Hanging stand	SF5026 - SAFCO Metal	275.00	550.00	2	Reception
11	24	Hanging Clamps for long documents	SF50026 - SAFCO Hanging	19.95	478.80	2	Reception
	2	File Cabinets	Metal - Model 764L	393.28	786.56		Reception
	2	File Cabinets	Metal - Model 754L	342.72	685.44		Khaled/ Ashraf
	3	File Cabinets	Metal - Model 754L	304.12	912.36	2	Matt, Maadi (2)
	3	File Cabinets	Metal - Model 742L	189.11	567.33	1	LM, SA, GE
Total					\$5,098.80		

Equipment's List

I.D. #	Item Description	Qty	AID Invoice	Serial #	Vendor Name	Vendor Invoice #	Amount LE	Amount US\$	Location	Comments
96-E0001	Xerox - Photocopier Type 5065	1	Design/ 1	3588144	Xerox	05/3418458	85,000	25,074		
96-E0002	Canon - Fax - L-500 & Hand Set	1	Design/ 1	EBV05510	Engineering & Trading Co.	1053	10,910	3,218		
96-E0003	Partner 11C.U (main)	1	Design/ 1		Orascom	3106	2,015	594		
96-E0004	Partner 11EXP (main)	1	Design/ 1		Orascom	3106	1,240	366		
96-E0005	6063 - CUI, PTNR. C	1	Design/ 1		Orascom	3106	1,512	446		
96-E0006	6063 - CUI, PTNR. C	1	Design/ 1		Orascom	3106	1,512	446		
96-E0007	6063 - CUI, PTNR. C	1	Design/ 1		Orascom	3106	1,512	446		
96-E0008	6063 - CUI, PTNR. C	1	Design/ 1		Orascom	3106	1,512	446		
96-E0009	6063 - CUI, PTNR. C	1	Design/ 1		Orascom	3106	1,512	446		
96-E0010	Telephone Oprator - 3151-08W, 34BTN.P	1	Design/ 1		Orascom	3106	690	204		
96-E0011 - 96-E0015	Telephone Set - MLS - 12D	5	Design/ 1		Orascom	3106	2,408	710		
96-E0016 - 96-E0036	Telephone Set - AT&T	21	Design/ 1		Orascom	3106	2,363	697		
96-E0037	Office Safe e50 - UCHIDA	1	Design/ 1		Uchida		1,507	445		
96-E0038	Refrigerator - IDEAL, DR 225	1	Design/ 1	19-95-020386	Vendor		839	247		
96-E0039	Television - SHARP 14in	1	Design/ 3		Radwan El Ogail	Radwan El Ogail	1,590	468		
96-E0040	Video Cassette Recorder /Player - Panasonic SD25	1	Design/ 3		Radwan El Ogail	Radwan El Ogail	2,231	657		
96-E0041	A/C Unit 3h ,split, CCR27	1	Design/ 3	240B19/hr,9-5ICW	Lord Co.	Lord Co.	4,165	1,227	Mansoura	
96-E0042	Xerox - Photocopier Type 5254	1	Design/ 4	5000770	Xerox	05/3434318	14,000	4,124		
96-E0043	Planemeter - Planix 7	1	Design/ 5		Techno Scient	857706	2,335	688		
96-E0044	A/C Unit 4h ,MC-36, Miraco	1	Design/ 5		El Karifaney Co.	155	4,565	1,345	Luxor	
96-E0045	Xerox - Fax 7245	1	Design/ 5	91P80361	Xerox		3,160	931		
96-E0046	Xerox - Fax 7245	1	Design/ 5		Xerox		3,160	931		
96-E0047	Xerox - Fax 7245	1	Design/ 5		Xerox		3,160	931		
96-E0048	Xerox - Fax 7245	1	Design/ 5		Xerox		3,160	931		
96-E0049	Xerox - Photocopier Type 5310	1	Design/ 5	6697811	Xerox		7,300	2,150		

96-E0050	Xerox - Photocopier Type 5310	1	Design/ 5	6661515	Xerox		7,300	2,150	
96-E0051	Xerox - Photocopier Type 5310	1	Design/ 5	6553909	Xerox		7,300	2,150	
96-E0052	Xerox - Photocopier Type 5310	1	Design/ 5	6697811	Xerox		7,300	2,150	
96-E0053	Voltage Stabilizor	1	Design/ 6	N/A	Vendor		210	62	
96-E0054	A/C Unit 4h ,split,CCR37-Miraco	1	Design/ 10	N/A	Misr Refrigeration Co.	6626	4,300	1,267	
96-E0055	Telephone Set	1	Design/ 3				482	142	
96-E0056	Voltage Regulator	1	Design/ 4				190	56	
96-E0057	Servo Egypt, Sound Recording	1	Design/ 4				1,000	295	Nuweiba
96-E0058	Plan Storage holders	1	Design/ 8				1,040	306	
96-E0059	Water Cooler	1	Design/ 9				1,070	315	1
96-E0060	Mini refrigerator	1	Design/ 9				850	250	w/NOPWASD Aswan ACO
96-E0061	Electric Kattle	1	Design/ 11				225	66	
96-E0062	Electric Kattle	1	Design/ 12				398	117	Luxor, Aswan
96-E0063	Telephone Set - MLS 12D	1	Design/ 14	1070921 32			540	159	
96-E0064	Electric Binding Machine -GBC , m5000	1	Design/ 15	6468	bmoe Co.	062969	3,600	1,060	
96-E0065	Wall side fan	1	Design/ 9				180	53	
96-E0066	Wall round fan	1	Design/ 6				226	67	1 w/NOPWASD
97-E0067	Vacuum - Hoover 5000 , Moodel S4514	1	CMC/4	S451496 5100379			1,330	392	
98-E0068 - 98-E0072	Electric Transformers	5	CMC/9				820	242	
98-E0073	Eletric Fan	1	CMC/9				170	50	
98-E0074	Thermometers for concrete test	1	CMC/10					180	
98-E0075	Electric Air Blower - Makita 4014N	1	CMC/15	239579E			375	110	
99-E0076 - 99-E0077	Cell phone Erecson 688	2	CMC/18				2,160	635	
	3 Mobile Lines	3	CMC/18				4,089	1,203	
99-E0078	Eelectric Fan	1	CMC/23				190	56	
99-E0079	New Card AT&T - CUI, PTNR. C	1	CMC/24				1,300	382	
99-E0080	UPS Bergo500VA - for Telephone System	1	CMC/26	N/A	Jerroom Co.	828	1,600	471	
99-E0081 - 99-E0082	Camera Fudji 35m Moodel 185	2	CMC/28		Fawzy Co.		910	268	
00-E0083 - 00-E0085	Paint thickness gages - Mikrotest IV F & KTA Shims	3	CMC/29	N/A	KTA-TATOR, Inc.	473IM		1,302	

00-E0085	Mikrotest IV F & KTA Shims SH-High				Inc.				
00-E0086	Electric Kettle	1	CMC/32				205	60	
00-E0087	A/C Unit 1.25 ,XLE22- Carrier	1	CMC/33		SHAMS Co.	0412	3,800	1,118	
00-E0088	Cell phone Motorela V3688	1	CMC/34	8920022 0200110 15495	El Nile Co.	4771	1,980	579	
00-E0089	Cell phone Motorela V3688	1	CMC/34	8920022 0200110 15735	El Nile Co.	4771	1,980	579	
00-E0090	Cell phone Motorela V3688	1	CMC/34	8920022 0200110 15487	El Nile Co.	4771	1,980	579	
	3 Mobile Lines	3	CMC/34		El Nile Co.	4772	1,650	482	
00-E0091	Elctric water heater -Abolo	1	CMC/34		Omer Afandy	821289	269	79	
00-E0092	Rubber Stamps for Contracts	15	CMC/38		El Maaref Prees		900	250	
00-E0093	SOKKIA C.32 Autoomatic Level	1	CMC/39	382215	Holmans	20164473		501	Nuweiba
00-E0094 - 00-E0095	Survey Equip. - Level Stand	2	CMC/40		Surveying Systems	2583	600	160	Nuweiba
00-E0096	Coating thickness gauge ferrous w statistic feature	1	CMC/43	TB0412. 021	Egymst	2001/28	4,536	1,169	Aswan
Total							\$69,678		

Computer's List

SubTask #	I.D. #	QTY	Hardware Type	Hardware Item	Model	Serial Number	Dealer	AID Invoice	Dealer Inv.	LE	US\$
			<u>Printer and Computer Equipments</u>								
1	96-0198	1	Scanner, b&w, large format	Calcomp Scanplus 3 scanner	1000 dpi max	000268	Computer Smith	8	0073059-IN		12,264
1		1	PTR - HP-DESKJET 1600CM*MAC			5GA5704623	EDS	14	101852		2,241
1	96-	1	HP LaserJet 4M Plus w/ PS/JetDirect			JPGK211130	EDS	14	1046500		2,241
1	96-	1	HP LaserJet 4M Plus w/ PS/JetDirect			JPGK214387	EDS	14	1046500		2,241
1	96-0082	1	HP LaserJet 4M Plus w/ PS/JetDirect			JPGK225688	EDS	14	1046500		2,241
1	96-0083	1	HP LaserJet 4M Plus w/ PS/JetDirect			JPGK225042	EDS	14	1046500		2,241
1	96-0084	1	HP LaserJet 4M Plus w/ PS/JetDirect			JPGK211131	EDS	14	1046500		2,241
1		1	SCAN-HP-SCJT- 4C W/ISA KIT, Feeder Doc			USC0079150	EDS	14	1046500		1,509
1		1	HP LaserJet 4MV Plus w/ PS/JetDirect			JPDF031495	EDS	14	1046500		3,209
1		1	PTR-HP-LJ 5SI*PAR			USCC019589	EDS	14	1046500		4,415
1	96-0089	1	HP DeskJet 340 Portable Printer			SQ59130PD	EDS	14	104946		354
1	96-0090	1	HP DeskJet 340 Portable Printer			SQ59130GD	EDS	14	104946		354
1		1	LCD-PROXI-ACTIVE DESKTOP PRO			031019018533	EDS	14	104897		4,887
1		1	HP DesignJet 750			SESA5B197737	EDS	14	103649		6,974
1		1	FONT-HP-POSTSCRIPT 1mb 750C				EDS	14	110161		989
1	99	1	HP Printer 1120C	HP Printer 1120C		CG8AN1323C	LAMBDA TECH.	19/CMC	3124	2,080	612
1	00-FD85	1	Digital Camera Sony	Mavica FD85 Digital Camera , accesory kit	MVC-FD85	MVC-FD85	PC Connecti on, Inc.	41/CMC	O 25487654		818

			<u>Computer, Notebook</u>								
2	96-0070	1	Computer, Notebook	Dell Latitude Notebook LXi P75	IDE/540MB	5N0JT	Dell	8	74842162		3,665
2	96-0073	1	Computer, Notebook	Dell Latitude Notebook LXi P75	IDE/540MB	5N14Q	Dell	8	74842162		3,665
2	96-0072	1	Computer, Notebook	Dell Latitude Notebook LXi P75	IDE/540MB	5N0	Dell	8	74842162		3,665
2	96-0071	1	Computer, Notebook	Dell Latitude Notebook LXi P75	IDE/540MB	5N0JP	Dell	8	74842162		3,665
2	96-0074	1	Computer, Notebook	Dell Latitude Notebook LXi P75	IDE/540MB	5N0	Dell	8	74842162		3,665
2	96-0075	1	Computer, Notebook, Accessory	Megahertz PCMCIA Fax/Modem 14.4/14.4	PCMCIA	2525410311	EDS	14	1027223		155
2	96-0076	1	Computer, Notebook, Accessory	Megahertz PCMCIA Fax/Modem 14.4/14.4	PCMCIA	9534103304	EDS	14	1027223		155
2	96-0077	1	Computer, Notebook, Accessory	Megahertz PCMCIA Fax/Modem 14.4/14.4	PCMCIA	5528871857	EDS	14	1027223		155
2	96-0079	1	Computer, Notebook, Accessory	Megahertz PCMCIA Fax/Modem 14.4/14.4	PCMCIA	9534103889	EDS	14	1027223		155
2	96-0078	1	Computer, Notebook, Accessory	Megahertz PCMCIA Fax/Modem 14.4/14.4	PCMCIA	1524934823	EDS	14	1027223		155
2		1	Computer, Notebook	Dell Latitude Notebook LM 133, w 12.1 SVGA, 6x CD-Rom , 810/Mb, W.95w case			Dell	17	93088011		3,419
2	00-72ULJ	1	Computer, Notebook, Inspiron 5000	Inspiron 5000, P III, /speedstep, 14.1"XGA, 128MB, Modem 56K, 24x, 12.7MM, 12.GB, CD-ROM, Flopy3.5	Inspiron 5000	72ULJ	Dell	35/CMC	387057763		2,857
2	00-72ULK	1	Computer, Notebook, Inspiron 5000	Inspiron 5000, P III,w/speedstep, 14.1"XGA, 128MB, Modem 56K, 24x, 12.7MM, 12.GB, CD-ROM, Flopy3.5	Inspiron 5000	72ULK	Dell	35/CMC	387057763		2,857
2	00-72ULL	1	Computer, Notebook, Inspiron 5000	Inspiron 5000, P III,w/speedstep, 14.1"XGA, 128MB, Modem 56K, 24x, 12.7MM, 12.GB, CD-ROM, Flopy3.5	Inspiron 5000	72ULL	Dell	35/CMC	387057763		2,857

2	00-72ULM	1	Computer, Notebook, Inspiron 5000	Inspiron 5000, P III,w/speedstep, 14.1"XGA, 128MB, Modem 56K, 24x, 12.7MM, 12.GB, CD-ROM, Flopy3.5	Inspiron 5000	72ULM	Dell	35/CMC	387057763		2,857
2	00-72ULN	1	Computer, Notebook, Inspiron 5000	Inspiron 5000, P III,w/speedstep, 14.1"XGA, 128MB, Modem 56K, 24x, 12.7MM, 12.GB, CD-ROM, Flopy3.5	Inspiron 5000	72ULN	Dell	35/CMC	387057763		2,857
2	00-72ULP	1	Computer, Notebook, Inspiron 5000	Inspiron 5000, P III,w/speedstep, 14.1"XGA, 128MB, Modem 56K, 24x, 12.7MM, 12.GB, CD-ROM, Flopy3.5	Inspiron 5000	72ULP	Dell	35/CMC	387057763		2,857
2	00-72ULQ	1	Computer, Notebook, Inspiron 5000	Inspiron 5000, P III,w/speedstep, 14.1"XGA, 128MB, Modem 56K, 24x,12.7MM, 12.GB, CD-ROM, Flopy3.5	Inspiron 5000	72ULQ	Dell	35/CMC	387057763		2,857
3	96-0138	1	<u>Computer, Office</u> Computer, Office	Compaq Desktop P90 4 Bay, Fax, Mod. 14.4 , 16TPC., Q Speed, 8MB, HD 630MB, Tape, VDRam	IDE/630M	6549HLD1P2 28	EDS	14	1046596		2,974
3	96-0139	1	Computer, Office	Compaq Desktop P90 4 Bay, 16TPC, Q Speed, 8MB, HD 630MB, VDRam	IDE/630M	6549HLD1P4 45	EDS	14	1046596		2,615
3	96-0140	1	Computer, Office	Compaq Desktop P90 4 Bay, 16TP, Q Speed, 8MB, HD 630MB, VDRam	IDE/630M	6549HLD1P7 79	EDS	14	1046596		2,615
3	96-0141	1	Computer, Office	Compaq Desktop P90 4 Bay, 16TPC., Q Speed, 8MB, HD 630MB, VDRam	IDE/630M	6549HLD1P9 19	EDS	14	1046596		2,615
3	96-0142	1	Computer, Office	Compaq Desktop P90 4 Bay, 16TPC., Q Speed, 8MB, HD 630MB, VDRam	IDE/630M	6547HLD1P1 72	EDS	14	1046596		2,615

3	96-0127	1	Computer, Office	Compaq Desktop P75 3 Bay w/modem, 16 TP Co, Q Speed DRV	A602HTB2H2 33	EDS	14	1045604		1,825
3	96-0130	1	Computer, Office	Compaq Desktop P75 3 Bay w/modem, 16 TP Co, Q Speed DRV	A602HTB2F1 47	EDS	14	1045604		1,825
3	96-0135	1	Computer, Office	Compaq Desktop P75 3 Bay w/modem, 16 TP Co, Q Speed DRV	A602HTB2H2 37	EDS	14	1045604		1,825
3	96-0136	1	Computer, Office	Compaq Desktop P75 3 Bay w/modem, 16 TP Co, Q Speed DRV	A602HTB2H2 50	EDS	14	1045604		1,825
3	96-0137	1	Computer, Office	Compaq Desktop P75 3 Bay w/modem, 16 TP Co, Q Speed DRV	A602HTB2H2 41	EDS	14	1045604		1,825
3		1	Computer, Office	Compaq Desktop P75 3 Bay, 16 TP Co, Q Speed DRV	A602HTB2G7 42	EDS	14	1045604		1,858
3		1	Computer, Office	Compaq Desktop P75 3 Bay, 16 TP Co, Q Speed DRV	A602HTB2G8 08	EDS	14	1045604		1,858
3		1	Computer, Office	Compaq Desktop P75 3 Bay, 16 TP Co, Q Speed DRV	A602HTB2H2 48	EDS	14	1045604		1,858
3		1	Computer, Office	Compaq Desktop P75 3 Bay, 16 TP Co, Q Speed DRV	A602HTB2H2 45	EDS	14	1045604		1,858
3		1	Computer, Office	Compaq Desktop P75 3 Bay, 16 TP Co, Q Speed DRV	A602HTB2H2 51	EDS	14	1045604		1,858
3		1	Computer, Office	Compaq Desktop P75 3 Bay, 16 TP Co, Q Speed DRV	A602HTB2G7 35	EDS	14	1045604		1,858
3		1	Computer, Office	Compaq Desktop P75 3 Bay, 16 TP Co, Q Speed DRV	A602HTB2H2 55	EDS	14	1045604		1,858
3		1	Computer, Office	Compaq Desktop P75 3 Bay, 16 TP Co, Q Speed DRV	A602HTB2H2 44	EDS	14	1045604		1,858
3		1	Computer, Office	Compaq Desktop P75 3 Bay, 16 TP Co, Q Speed DRV	A602HTB2G7 30	EDS	14	1045604		1,858
3		1	Computer, Office	Compaq Desktop P75 3 Bay, 16 TP Co, Q Speed DRV	A602HTB2G7 29	EDS	14	1045604		1,858
3		1	Computer, Office	Compaq Desktop P75 3 Bay, 16 TP Co, Q Speed DRV	A602HTB2H2 52	EDS	14	1045604		1,858

3	96-0020	1	Computer, GW	Everex Pentium PC 133X2, 1GB		KVJ- 55120006	EDS	14	1040949, 01063573		4,028
3	96-0021	1	Computer, GW	Everex Pentium PC 133X2, 1GB		KVJ- 55120002	EDS	14	1040949, 01063573		4,028
3	96-0022	1	Computer, GW	Everex Pentium PC 133X2, 1GB		KVJ- 55120003	EDS	14	1040949, 01063573		4,028
3	96-0023	1	Computer, GW	Everex Pentium PC 133X2, 1GB		KVJ- 55120004	EDS	14	1040949, 01063573		4,028
3	96-0024	1	Computer, GW	Everex Pentium PC 133X2, 1GB		KVJ- 55120005	EDS	14	1040949, 01063573		4,028
3		1	Computer, Office	Ultra P5-100 MHZ, 1.2 GB HDD Upgrade		60064918	Microway	15	435	5,670	1,670
3		1	Computer, Office	Ultra P5-100 MHZ		70032617	Microway	19	574	5,700	1,676
3		1	Computer, Office	Polywell P5-133 HHZ			Microway	20	601		2,705
3	99	1	Computer, Office	Compaq 6500, P III 500 , 128 MB RAM, Card 3 Comm		89113CJN40 095	ETS	26/CMC	1134	8,880	2,612
3	99	1	Computer, Office	Compaq 6500, P III 500 , 128 MB RAM, Card 3 Comm		89113CJN40 100	ETS	26/CMC	1134	8,880	2,612
			Monitor, Computer								
4	96-0228	1	Monitor, Computer	Compaq Monitor, 14"	14"	541AA00CA0 92	EDS	14	1015710		340
4	96-0211	1	Monitor, Computer	Compaq Monitor, 15"	Model 444	543BA00FA2 12	EDS	14	1046596		460
4	96-0215	1	Monitor, Computer	Compaq Monitor, 15"	Model 444	543BA00FA3 53	EDS	14	1046596		460
4	96-0212	1	Monitor, Computer	Compaq Monitor, 15"	Model 444	543BA00FA2 07	EDS	14	1046596		460
4	96-0213	1	Monitor, Computer	Compaq Monitor, 15"	Model 444	543BA00FA2 09	EDS	14	1046596		460
4	96-0214	1	Monitor, Computer	Compaq Monitor, 15"	Model 444	543BA00FA3 51	EDS	14	1046596		460
4	96-0143	1	Monitor, Computer	Compaq Monitor; 14"	14"	550AA00CA0 17	EDS	14	1045604		340
4	96-0144	1	Monitor, Computer	Compaq Monitor; 14"	14"	550AA00CA0 40	EDS	14	1045604		340
4	96-0145	1	Monitor, Computer	Compaq Monitor; 14"	14"	550AA00CA0 37	EDS	14	1045604		340
4		1	Monitor, Computer	Compaq Monitor; 14"	14"	550AA00CA0 41	EDS	14	1045604		340
4		1	Monitor, Computer	Compaq Monitor; 14"	14"	550AA00CA0 38	EDS	14	1045604		340
4		1	Monitor, Computer	Compaq Monitor; 14"	14"	550AA000A0 08	EDS	14	1045604		340
4		1	Monitor, Computer	Compaq Monitor; 14"	14"	550AA000A0 15	EDS	14	1045604		340
4		1	Monitor, Computer	Compaq Monitor; 14"	14"	550AA000A0 10	EDS	14	1045604		340

4		1	Monitor, Computer	Compaq Monitor; 14''	14"	550AA000A1 33	EDS	14	1045604		340
4		1	Monitor, Computer	Compaq Monitor; 14''	14"	550AA000A0 39	EDS	14	1045604		340
4		1	Monitor, Computer	Compaq Monitor; 14''	14"	550AA000A0 13	EDS	14	1045604		340
4		1	Monitor, Computer	Compaq Monitor; 14''	14"	550AA000A0 12	EDS	14	1045604		340
4		1	Monitor, Computer	Compaq Monitor; 14''	14"	550AA000A0 09	EDS	14	1045604		340
4		1	Monitor, Computer	Compaq Monitor; 14''	14"	550AA000A0 11	EDS	14	1045604		340
4		1	Monitor, Computer	Compaq Monitor; 14''	14"	550AA000A0 42	EDS	14	1045604		340
4		1	Monitor, Computer	Compaq Monitor; 14''	14"	550AA000A0 54	EDS	14	1045604		340
4		1	Monitor, Computer	Compaq Monitor; 14''	14"	550AA000A0 55	EDS	14	1045604		340
4	96-0221	1	Monitor, Computer	CTX Monitor 17"	Model 1765GM	3L4- 60100942	EDS	14	1061120		581
4	96-0222	1	Monitor, Computer	CTX Monitor 17"	Model 1765GM	3L4- 60100895	EDS	14	1061120		581
4	96-0223	1	Monitor, Computer	CTX Monitor 17"	Model 1765GM	3L4- 60100943	EDS	14	1061120		581
4	96-0224	1	Monitor, Computer	CTX Monitor 17"	Model 1765GM	3L4- 60100884	EDS	14	1061120		581
4	96-0225	1	Monitor, Computer	CTX Monitor 17"	Model 1765GM	3L4- 55100325	EDS	14	1061120		581
4	96-0216	1	Monitor, Computer	CTX Monitor 17"	Model 1765GM	3L4- 60100902	EDS	14	1061120		581
4	96-0217	1	Monitor, Computer	CTX Monitor 17"	Model 1765GM	3L4- 60100895	EDS	14	1061120		581
4	96-0218	1	Monitor, Computer	CTX Monitor 17"	Model 1765GM	3L4- 60100944	EDS	14	1061120		581
4	96-0219	1	Monitor, Computer	CTX Monitor 17"	Model 1765GM	3L4- 60100981	EDS	14	1061120		581
4	96-0220	1	Monitor, Computer	CTX Monitor 17"	Model 1765GM	3L4- 60100987	EDS	14	1061120		581
4		2	Color Monitor, Computer	Ultra 14" color			Microway	19	574		
4	99	2	Monitor, Computer	Monitor, Computer, 17" , Came w/ Compaq			ETS	26/CMC	1134		-
Computer, Server											
5		1	Server-CPQ- PLT1500*16MB*1F*4 .2G	SYS-CPQ- PLT1500*16MB*1F* 4.2G		3544HNF560 01	EDS	14	1015710		9,285
5		1	Serv. BASE-CPQ- STOR SYS 1/RPS				EDS	14	1015710		2,044
5		1	Serv. DRIVE-CPQ- FASTWIDE*RVNBL*2. 1				EDS	14	1015710		1,207

5		1	Serv SYS KIT-CPQ-PL1500R F/W DUPL				EDS	14	1015710		345
			Computer, Network								
6	00	1	Patch Panel 48Port	Patch Panel 48Port, Installation of Network		MCC5800110 A19E	ABM	34/CMC	296-04-2000	10,210	3,003
			Hubbell	Hubbell							
			Computer, Upgrade								
7	00	1	UPG Office Copmuter to PIII 500			70032617	ABM	34/CMC	309-05-2000	2,500	735
7	00	1	UPG Office Copmuter to PIII 500			KVJ-55120005	ABM	34/CMC	289-04-2000	2,210	650
7	00	1	UPG Office Copmuter to PIII 500			KVJ-55120006	ABM	36/CMC	372-07-2000	2,450	716
7	00	1	UPG Office Copmuter to PIII 500			KVJ-55120002	ABM	36/CMC	372-07-2000	2,450	716
7		1	UPG Office Copmuter to PIII 500			60064918	ABM	44/CMC	669-03-2001	2,265	1,186
7		1	UPG Office Copmuter to PIII 500			KVJ-55120003	ABM	44/CMC	678-03-2001	2,335	1,186
			Misc Hardware								
8	95-0016	1	Tape Drive, 8mm	Exabyte 8mm 8205-ST external		8000158	Egypt Internat ional	5	2010		2,700
8	96-0181	1	Digitizing pad	Calcomp 12" x 12" digitizing tablet	Model 34120	4AS4458632	Computer Smith	7	0072794-IH		229
8	96-0182	1	Digitizing pad	Calcomp 12" x 12" digitizing tablet	Model 34120	4AS4458628	Computer Smith	7			229
8	96-0183	1	Digitizing pad	Calcomp 12" x 12" digitizing tablet	Model 34120	4AS4458630	Computer Smith	7			229
8	96-0184	1	Digitizing pad	Calcomp 12" x 12" digitizing tablet	Model 34120	4AS4458	Computer Smith	7			229
8	96-0185	1	Digitizing pad	Calcomp 12" x 12" digitizing tablet	Model 34120	4AS4458631	Computer Smith	7			229
8	96-0159	1	Sony CD-ROM w/ PCMCIA card	PCMCIA		514122	Dell	8	74842253		533
8	96-0160	1	Sony CD-ROM w/ PCMCIA card	PCMCIA		524431	Dell	8	74842253		533

8	8	Drive CPQ - FASTWIDE*RHVBL*2.1B			EDS	14			9,356
8	4	TD SUP-EXABT-EX8MM160XL - 5PK			EDS	14			280
8	1	TD SUP-EXABT-EX8MM160XL - 5PK			EDS	14	102146		70
8	95-0018	1 Tape Drive, 8mm	Exabyte 8mm 8505-ST external	8516828	EDS	14	1021468		2,150
8	95-0017	1 Tape Drive, 8mm	Exabyte 8mm 8505-ST external	8516829	EDS	14	1021468		2,150
8	1	TAPE-COMEM-TRAKKER 350*EXT			EDS	14	1046500		235
8	2	MEMORY-H/P-4+16MB*1 MOD			EDS	14	1003649		1,760
8	1	SVR-H-JET DIRECT ENE 1/802			EDS	14	1003649		349
8	1	Memory upgrade	Memory 64 MB		EDS	14	106826		2,560
8	1	Memory Module				15			677
8	4	Memory upgrade	128 MB memory purchase 4x32meg		Tech Data	16	1-5195476		1,176
8	4	Memory upgrade	128 MB memory purchase 8x16meg		NECX				
8		Refund from Origenal Inv.14			EDS	18			(1,469)
8		Spare part for HP Printer	PTRACC-HP-LJ5SI/MX DUPLEX			18			413
8	5	JAZ 1GB disk	JAZ 1GB disk , PC 5PK		Tech Data	20	1-6215324		430
8	1	LANTASTIC 7 DUAL D/W			Tech Data	20	1-6081454		672
8	1	Modam Sportstar 33.6 voice external W/20 rebate			DataComm	20			200
8	1	Memory for HP 1600CM	4 meg SIMM			20			112
8	1	Modem				25			286
8	1	US Robotics				25			
8	1	Jaz Drive Media				25			
8	3	Jaz Cartridge				10/CMC			314
8	1	JAZ 1GB INT 3.5 SUBSYS Drive	JAZ 1GB INT 3.5 SUBSYS Pemov FSCS12 HD CART		Tech Data	20	1-6081454		369
8	1	Hard Drive 2.1GB	2.1GB HOT SWAP Drive	P0207085SG ROGJ	CPU	14/CMC	42859		934
8	1	Hard Drive 2.1GB	2.1GB HOT SWAP Drive	P0207085SG IRY	CPU	14/CMC	42859		934
8	1	Jet Direct Card	Jet Direct Card for HP Printer 5SI			15/CMC			388
8	1	16 MB RAM	16 MB RAM for			15/CMC		110	32

8		1	Fax Modem 56K	computer upgrade				17/CMC		240	71
8		1	32 MB RAM					17/CMC		370	109
8			Upgrade for Dell Latitude	Upgrade for Dell Latitude 9G1d79744 wc				23/CMC			441
8		42	32MB SIMM Modules upgrade	32MB SIMM Modules CPQ Prolinea 575, 590 PC			AMG	25/CMC	127917		2,844
8		8	16MB RAM Modules	16MB RAM Modules for Dell XPIP75 Laptops			AMG	26/CMC	130236		474
8	99	2	Exapak 160mXL Mag - EXABYTE	Exapak 160mXL Mag - EXABYTE, 308405-002			PC Connection, Inc.	30/CMC			281
8	99	1	Jaz Tape 1GB 3 Pack				PC Connection, Inc.	30/CMC			270
8	00	1	Fax Modem 56Kv90				ETS	30/CMC	562	650	191
8	00	2	Fax Modem 56Kv90, PCMCIA		2975-00-00L		PC Connection, Inc.	30/CMC			190
8	00	1	Computer, Notebook, bag					37/CMC			31
8		1	New Tape Drive HP SureStore	New Tape Drive HP SureStore 24c External , 24GB , Card SCSI, w cartridge 125M 24GB			ETS	44/CMC	218	5,775	1,488
			UPS								
9	96-0014	1	Power UPS	220 volt	400I		Electronics Land	8			273
9	96-0015	1	Power UPS	220 volt	400I		Electronics Land	8			273
9	96-0018	1	Power UPS	220 volt	400I		Electronics Land	8			273
9	96-0019	1	Power UPS	220 volt	400I		Electronics Land	8			273
9	96-0017	1	Power UPS	220 volt	400I		Electronics Land	8			273
9	96-0301	1	Power UPS	220 volt	400I		Electronics Land	8			273
9		1	UPS - APC-SMART UPS 2200				EDS	14	1046500		1,155
9		32	Power UPS	American Power Conversion UPS	400I		EDS	14	1069907		4,576
9	00	1	UPS - APC-SMART UPS 2200	UPS - APC-SMART UPS 2200K.V.A for Server	SMART 2.2KVA		LAMBDA TECH.	35/CMC	5105	3,475	1,016

PERIOD COVERED: THROUGH 30 DECEMBER
2000

Computers
Software

Software's List

Name & I.D.#	Qty	Software Title	Serial Number	Comments/ Passwd	Dealer	AID Invoice	LE	US\$	
95-0002	1	CAD Overlay GSX / DOS	07 OX3B 10234	SoftDesk, 3.5	SoftDesk, INC.	4		1,156	G01
95-0003	1	CAD Overlay GSX / DOS	07 OX3B 10235	SoftDesk, 3.5	SoftDesk, INC.	4		1,156	G02
95-0005	1	CAD Overlay GSX / DOS	07 OX3B 10236	SoftDesk, 3.5	SoftDesk, INC.	4		1,156	G03
95-0008	1	CAD Overlay GSX / DOS	07 OX3B 10237	SoftDesk, 3.5	SoftDesk, INC.	4		1,156	G04
95-0009	1	CAD Overlay GSX / DOS	07 OX3B 10238	SoftDesk, 3.5	SoftDesk, INC.	4		1,156	G05
95-0004	1	AutoCAD for DOS	110-10977857	3.5	DLT Solutions	5		2,219	G01
95-0013	1	AutoCAD for DOS	110-10977852	3.5	DLT Solutions	5		2,219	G02
95-0014	1	AutoCAD for DOS	110-10977862	3.5	DLT Solutions	5		2,219	G03
95-0015	1	AutoCAD for DOS	110-10991356	3.5	DLT Solutions	5		2,219	G04
96-0151	1	AutoCAD for DOS	110-10977847	3.5	DLT Solutions	5		2,219	G05
96-0186	1	Novell Smart Start - Ver. 4.1 50 User	198424-020	w/ CD	CPU Sales & Service	8		3,153	N00
	1	Microsoft Windows 3.11 Arabic, OS Upgrade	R000755774	3.5	MicroWAY	9	182	54	C08
	1	Microsoft Windows 3.11 Arabic, OS Upgrade	24495-OEM- 0004316-70694	3.5	MicroWAY	9	182	54	Mansoura
	1	Microsoft Windows 3.11 Arabic, OS Upgrade	24495-OEM- 0004316-70693	3.5	MicroWAY	9	182	54	Aswan
	1	Microsoft Windows 3.11 Arabic, OS Upgrade	24495-OEM- 0004316-70692	3.5	MicroWAY	9	182	54	Luxor
95-0006	1	AutoCADLT / Windows, Rel 2	160-10148257	disks/CD in box	Computersmith	10		334	C54
95-0007	1	AutoCADLT / Windows, Rel 2	160-10148258	disks/CD in box	Computersmith	10		334	C53
96-0176	1	AutoCADLT / Windows, Rel 2 c1	160-10232883	disks/CD in box	Computersmith	10		334	In Box
96-0177	1	AutoCADLT / Windows, Rel 2 c1	160-10232884	disks/CD in box	Computersmith	10		334	In Box
96-0178	1	AutoCADLT / Windows, Rel 2 c1	160-10232886	disks/CD in box	Computersmith	10		334	In Box
	1	MS Office Arabic Upgrade w/Media		W/CD	MicroWAY	11	2,128	627	
96-0154	1	MS Office Arabic Upgrade license only			MicroWAY	11	1,742	513	

96-0155	1	MS Office Arabic Upgrade license only			MicroWAY	11	1,742	513
96-0156	1	MS Office Arabic Upgrade license only			MicroWAY	11	1,742	513
96-0091	1	WordPerfect--License only	135399714	Licence	EDS	14		169
96-0092	1	WordPerfect--License only	132081261	Licence	EDS	14		169
96-0093	1	WordPerfect--License only	132081261	Licence	EDS	14		169
96-0094	1	WordPerfect--License only	132081261	Licence	EDS	14		169
96-0095	1	WordPerfect--License only	132081261	Licence	EDS	14		169
96-0096	1	WordPerfect--License only	132081261	Licence	EDS	14		169
96-0097	1	WordPerfect--License only	132081261	Licence	EDS	14		169
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96-0099	1	WordPerfect--License only	132081261	Licence	EDS	14		169
96-0100	1	WordPerfect--License only	132081261	Licence	EDS	14		169
96-0101	1	WordPerfect--License only	132081261	Licence	EDS	14		169
96-0102	1	WordPerfect--License only	132081261	Licence	EDS	14		169
96-0103	1	WordPerfect--License only	132081261	Licence	EDS	14		169
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96-0110	1	WordPerfect--License only	132081261	Licence	EDS	14		169
96-0111	1	WordPerfect--License only	132081261	Licence	EDS	14		169
96-0112	1	WordPerfect--License only	132081261	Licence	EDS	14		169



96-0113	1	WordPerfect--License only	132081261	Licence	EDS	14	169
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96-0116	1	WordPerfect--License only	132081261	Licence	EDS	14	169
96-0117	1	WordPerfect--License only	132081261	Licence	EDS	14	169
96-0118	1	WordPerfect--License only	132081261	Licence	EDS	14	169
96-0026	1	WordPerfect--Retail w/ Manuals	135382488	3.5	EDS	14	220
96-0027	1	WordPerfect--Retail w/ Manuals	132024551	3.5	EDS	14	220
96-0028	1	WordPerfect--Retail w/ Manuals	132024549	3.5	EDS	14	220
96-0029	1	WordPerfect--Retail w/ Manuals	132081261	3.5	EDS	14	220
	4	Manulas MS-OFFICE PRO/WN ACESS*V4			EDS	14	336
95-0011, 96-0031 - 96-0061 96-0186	32	Microsoft Office Professional	269-052-050	CD	EDS	14	1,024
	1	Novell Smart Start - 4.1 50USR		CD	EDS	14	2,830
	1	SW-APC-PWRCHTE+/NVL*V4.2X*3			EDS	14	58
	4	Manual-NOVLL-MLA/WORDPRFT/W*V6.			EDS	14	68
	1	MANUAL-NOVLL-NETWARE 4.1			EDS	14	119
96-0062	1	Procomm Plus / Windows	PPWU2110342260	3.5	EDS	14	882
96-0063	1	Procomm Plus / Windows	PPWU2110342253	3.5	EDS	14	
96-0064	1	Procomm Plus / Windows	PPWU2110342254	3.5	EDS	14	
96-0065	1	Procomm Plus / Windows	PPWU2110342255	3.5	EDS	14	
96-0066	1	Procomm Plus / Windows	PPWU2110342256	3.5	EDS	14	
96-0067	1	Procomm Plus / Windows	PPWU2110342259	3.5	EDS	14	
96-0068	1	Procomm Plus / Windows	PPWU2110342260	3.5	EDS	14	
	1	Manulas MS-OFFICE PRO/WN ACESS*V4			EDS	14	84
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96-0088	1	Corel Draw		CD	EDS	14	557
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	1	SW MCAFF-	DOS	3.5	EDS	14	40

96-0030	1	VIRUSCAN/W*V2.2 *3.5 SW LOUTS	Win.	CD	EDS	14		329
	1	FREEELANCE/WIN*V2.1 SW-PRIMA-SURETRAK		3.5	EDS	14		252
	1	P/M*V1.5*3.5 SW-APC-		3.5	EDS	14		36
	1	PWRCHTE+/WIN*V4.2X*3 MS office Pro.4.3		CD	Microway	15	1,756	517
	2	English Netscape / 2 copies	01404-2653092	DN		15		132
	1	Version 2 Netscape Gold 3.0	02581-1006968	DN		15		40
	1	WordPerfect--License only - 6.1 Win				17	980	289
	1	Watercad - 25				18		50
	1	Watercad - 50 pipe			Haestad Methods, Inc	20		50
	1	Watercad - upgrade to 250 pipes			Haestad Methods, Inc	20		945
	1	McAfee, Kit Virusscan Classic V3.0 Direct K			McAfee	23		1,214
	1	Surge 5.2 Upgrade v5				24		230
	1	Primavera-Expedition			Primavera	4/CMC		2,120
	1	Microsoft Office 97 Arabic				17/CMC	875	258
	1	Arab Windows 98				17/CMC	380	112
	4	MS Office WIN95,NT 97	3049206	LIC CARD		20/CMC		814
	1	- Upgrade Office - upgrade from	3008764	CD		20/CMC		253
99	2	PREV VER - WIN95 97 AutoCAD R14 UPG from		CD	DLT Solutions	27/CMC		1,110
99	5	R12 Windows 98 Arabic UPG		License	ABM	28/CMC	1,750	515
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99	3	English UPG Licenses Office 2000 Standard		License	ABM	28/CMC	1,920	565
99	1	Arabic UPG Licenses Office 2000 Prof.		License	ABM	28/CMC	940	276
99	3	Arabic UPG Licenses Office 2000 Disk Kit -		CD	ABM	28/CMC	240	71
00	1	CD-ROM -Englis, Arabic, Prof. Arabic	1-57408-08-X	CD	Corporate Software Tech.	41/CMC		504
01	1	Surtrak Project Manager WIN98,95,NT				43/CMC		334
		3.0 Manual for WIN 2000 -						
		main office						

01	6	Symantec Norton AntiVirus2001	CD		47/CMC	750	193
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	1	Blue Marble	GCW-12704	Northeast Supply Corp 7 Vreeland Ave			295.00
	1	Image Alchemy w/ PostScript	1.8 DOS				
	1	Image Alchemy w/ PostScript Upgrade	1.9 DOS				156.00
Total		TOTAL				-	\$51,40 9.53